



DEPARTMENT OF GENERAL SERVICES

Isiah Leggett
County Executive

SOLICITATION AMENDMENT #3

RFP #1027873

August 9, 2013

David E. Dise
Director

PAGE 1 of 3 FOR THE PROCUREMENT OF: **Parking Citation Processing and Collection Services**

ALL SOLICITATION AMENDMENTS MUST BE ACKNOWLEDGED BY THE OFFEROR PRIOR TO THE HOUR AND DATE SPECIFIED IN THE SOLICITATION FOR RECEIPT OF OFFERS.
YOUR FAILURE TO ACKNOWLEDGE AN AMENDMENT MAY BE CAUSE TO REJECT PROPOSAL.

DESCRIPTION OF AMENDMENT:

1. Solicitation due date changed
2. Questions and Answers attached

**The Hour and Date Specified for
Receipts of Proposals are extended:**

From

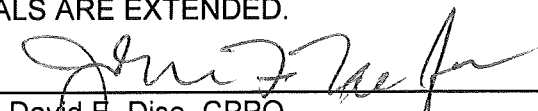
August 16, 2013 at 3:00 pm

TO

August 20, 2013 at 3:00 pm

THE SOLICITATION PROVISION ENTITLED "SOLICITATION AMENDMENT" IS APPLICABLE TO THIS AMENDMENT. THE CHANGES SET FORTH BELOW ARE HEREBY INCORPORATED INTO THE ABOVE-CITED SOLICITATION. THE HOUR AND DATE SPECIFIED FOR RECEIPT OF PROPOSALS ARE EXTENDED.

ISSUED BY:


David E. Dise, CPPO,
Director, Department of General Services

NAME OF OFFEROR: _____
(Type or print)

NAME AND TITLE OF PERSON
AUTHORIZED TO SIGN: _____
(Type or print)

OFFEROR'S SIGNATURE: _____ DATE : _____
(Buyer: EVH)

Office of Procurement

255 Rockville Pike, Suite 180 • Rockville, Maryland 20850 • 240-777-9900 • 240-777-9956 TTY • 240-777-9952 FAX
www.montgomerycountymd.gov

Questions and Answers

Question #1: RFP Section C.3.H, item 3 (p.21). It is our understanding that the County wishes the contractor to open and maintain a merchant account on behalf of the County and bear all costs and maintenance associated with this merchant account, including charge back/dispute handling. Is this understanding correct? If so, would this merchant account deposit directly into a bank account owned by the County or the contractor?

Answer #1: Yes, the contractor to open and maintain a merchant account on behalf of the County and bear all costs and maintenance associated with this merchant account, including charge back/dispute handling. The monies deposited into the account would be owned by the County.

Question #2: Is the provision of 6 sales stores staff (each store with a supervisor and two clerks) a minimum mandatory staffing requirement that should be added to Section C.3.J? Currently it is not listed at all in Section J, but only in the Background information in Section C.2.B.5.

Answer #2: The County will require a supervisor and 2 clerks to be in each store; see Section C.3.J of the RFP. Section C.2.B.5. under Background is overview of the current parking violation system.

Question #3: Please indicate the numbers of years and numbers of records of legacy citation and permit data that will be required to be converted from the incumbent's system.

Answer #3: The starting date for the data is July 2003 and the numbers are:

Types of Records	Number of Records
Parking	2,526,420
Permit	583,974
Boot/Tow	7,013

Question #4: Please confirm that the contractor will be required to supply a PCI compliant credit card processing solution at the sales stores. We believe that the incumbent does not currently provide a solution, and the County is providing credit card terminals and processing.

Answer #4: Yes, the Contractor will be required to be PCI compliant for credit card processing at the Sales Stores. (Certified PCI Level 1) see page 19 of RFP- Section C.3.A.4; PCI Compliance.

Question #5: The County paid the incumbent to develop for the County a web browser-based application to allow customers to purchase monthly garage permits and to allow for payment by credit card. Will this new system continue to be available to the new Contractor?

- Answer #5: No, the requirement to have a web browser based application will continue, but if we select a new contractor they will be required to provide their own system. See page 21 of the RFP, Section C.H.1.
- Question #6: It is our understanding that the County is or will enter a separate contract with Paylock LLC for residential parking permits. Please explain the scope of service and implementation timeline of this separate contract and amend the relevant section of the RFP accordingly to reflect the change of scope.
- Answer #6: The County is entering into a sole source contract with Paylock. The scope of services for Paylock will be to provide the County with a Digital Permit Services System. The contract will be executed when the system has been tested and accepted by the County.
- Question #7: Will the County continue to provide communication lines and internet connection for the contractor-provided cashiering workstations at the sales stores?
- Answer #7: Yes, the County will continue to provide communication lines and internet connection for the contractor-provided cashiering workstations at the sales stores.
- Question #8: Will the County continue to provide credit card processing terminals; as well as responsibility for payment of all associate credit card costs at the sales stores?
- Answer #8: No, the County is requiring the Contractor to be responsible including all merchant ID's, credit card reconciliations and associated credit card costs. See page 19 of the RFP, Section C.3.A.3.
- Question #9: The current cashiering workstations only accept payments when data communications are operative, please confirm that the County requires cashiering systems that also have off-line capabilities
- Answer #9: Yes, the County will require the cashiering system to have off-line capabilities.



Isiah Leggett
County Executive

DEPARTMENT OF GENERAL SERVICES
MONTGOMERY COUNTY GOVERNMENT
SOLICITATION AMENDMENT #2
Request for Proposals
#1027873
August 5, 2013

David E. Dise
Director

PAGE 1 OF 24 FOR THE PROCUREMENT OF:

Parking Citation Processing and Collection Services

ALL SOLICITATION AMENDMENTS MUST BE ACKNOWLEDGED BY THE OFFEROR PRIOR TO
THE HOUR AND DATE SPECIFIED IN THE SOLICITATION FOR RECEIPT OF OFFERS. YOUR
FAILURE TO ACKNOWLEDGE AN AMENDMENT MAY BE CAUSE TO REJECT THE PROPOSAL.

DESCRIPTION OF AMENDMENT:

1. Replace page 25 with revised page 25
2. Questions and Answers attached
3. July 19, 2013 Pre-submission Conference Meeting Attendance Sheet

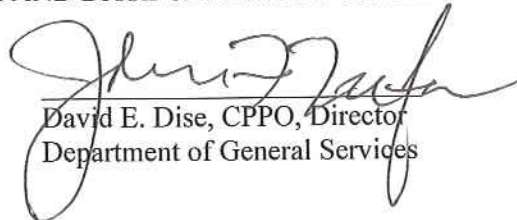
**THE HOUR AND DATE SPECIFIED FOR
RECEIPTS OF PROPOSALS ARE EXTENDED:**

FROM
August 8, 2013 @ 3:00 P.M.

TO
August 16, 2013 @ 3:00 P.M

THE SOLICITATION PROVISION ENTITLED SOLICITATION AMENDMENTS IS APPLICABLE TO
THIS AMENDMENT. THE CHANGES SET FORTH ABOVE ARE HEREBY INCORPORATED INTO
THE ABOVE-CITED SOLICITATION. THE HOUR AND DATE SPECIFIED FOR RECEIPT OF
PROPOSALS ARE EXTENDED.

ISSUED BY:


David E. Dise, CPPO, Director
Department of General Services

NAME OF OFFEROR:

(Type or Print)

NAME AND TITLE OF PERSON
AUTHORIZED TO SIGN OFFER:

(Type or Print)

OFFEROR'S SIGNATURE:

DATE: _____

/EVH

Office of Procurement

255 Rockville Pike, Suite 180 • Rockville, Maryland 20850 • 240-777-9900 • 240-777-9956 TTY • 240-777-9952 FAX
www.montgomerycountymd.gov

- c) The Contractor's proposed system must be web-enabled and accessible without any special desktop configuration. The system must print a payment receipt, in a form acceptable to the County, which will provide the payer with an easily recognizable record (transaction number) to be used as proof of payment in disputes. The receipt must display all citations paid, the total amount paid, the amount tendered and any change given, the license plate, the name or ID of the staff processing the payment, and the time and date payment was made. The system must provide a clear auditable record of payments received. The audit trail must include citation number, payment date and time, payment amount, payment method, and the name or ID of the staff member that accepted payment and made the entry. The Contractor must provide a check endorsement printer and journal printer to facilitate daily balancing and audit of all payment transactions received and processed. All transactions are subject to audit by the County (Financial Management Section) at any time without advance notice.
 - d) The Contractor's proposed online cashing system and support personnel must be able to process payments of citations that have not yet been entered on the database, payments of single citations, multiple citations, and citations on one or more vehicle license plates, in an online, real-time environment. The proposed system must be able to take appropriate action when it is necessary to release MVA holds or change vehicle seizure eligibility based upon citations that have been paid. In addition, the system must be able to process County-imposed fees, including but not limited to, bounced check fee and booting fees, and fully support the County's time payment plan. The proposed system must be capable of accepting and identifying whether payments were made in cash, by check, money order or credit card (sales store, IVR or web) and allow on-line payment adjustments and error corrections with audit trails meeting generally accepted accounting standards (GAAP). The system should also be capable of accepting two distinct payment methods within a single transaction.
 - e) The Contractor's proposed system must be able to process payments made by credit card at PCI compliance Level 1. Certification of PCI Level 1 compliance must be included with RFP application.
 - f) The Contractor's system must incorporate security and financial control measures which must include, at a minimum, the following:
 - i. Password security to gain access to the system;
 - ii. Segregated cash out by operator;
 - iii. Separate totals for cash, check, money order and credit card; and
 - iv. Operator name or ID, date and time as a record for each transaction (payment or adjustment).
 - g) The Contractor's reconciliation process should include:
 - i. Balancing of monies received to a report which is automatically generated listing the totals;
 - ii. Deposit preparation prior to pickup by bonded courier;
 - iii. Adequate security measures once cash deposits are prepared for pickup; and
 - iv. Staff to research and resolve all case overages and shortages within 24 hours of deposit.
 - h) All cashier deposits must be delivered to the County's designated financial institution by bonded carrier, paid for by the Contractor, within one day of receipt by the Sales Stores/customer service centers. All transactions must be updated to the Contractor's system in an on-line, real-time mode.
 - i) The system should have the flexibility for a Supervisor to remotely monitor each cashier's activity and be able to force the cashier drawer closed when there is a need for intervention.
- 6) **Lockbox** – Approximately 100,000 payments are received annually by mail. The Contractor shall use an established post office box located in Montgomery County, Maryland. *Procedures must be established to ensure all correspondence received is forwarded within one business day to a secure site for processing which must be located in the Washington, D.C. metropolitan area which comprises the U.S. capitol of Washington, D.C., the federal district and the U.S. states of Maryland and Virginia.* Contractor shall deposit all funds to a designated County bank account not later than one day after the receipt of mail at the processing center. Payments shall be posted to individual citations not later than one business day after receipt at the processing center. Procedures shall be established to ensure all receipts are fully auditable.
- 7) **Correspondence and Inquiry** – The Contractor shall utilize the existing County Post Office Box for the handling of correspondence and implement the existing toll free telephone number for inquiries regarding parking citations. The Contractor shall research the inquiry and provide the inquirer with a response within three working days of the inquiry.

RFP #1027873 - Parking Citation Processing and Collection Services Question and Answer

Q #	Question/Comment	Answer
1	The Sales stores are located in County facilities. Will the Contractor be responsible for rent, utilities and other operating costs for the designated Sales store space? If so, please provide a breakdown of facilities costs and an estimate of those monthly costs that the Contractor will be responsible for.	Vendor is not responsible for any costs.
2	Does the Court accept any citation payments for parking tickets when there is a guilty verdict or one that reduces fines and/or penalties? If so, how will these payments be transmitted to the Contractor?	The Court does accept payment. On a monthly basis, the Court sends us a list of all parking citation payments, along with pertinent information. A payment is then made on a monthly basis to Montgomery County. Parking Management staff reviews the list sent against the court payment and sends on to the contractor for proper recording to the citation record.
3	The Proposal Submittal requirements do not include an Options section. Where should the information and pricing for optional services be included?	Optional services are not required in this RFP, if needed they will be negotiated at a later date.
4	The staffing section C.3.J.6 states the customer call center staffing requirements to be one supervisor and four customer service representatives and is silent on the staffing for the Sales Store. Please confirm that one supervisor and two clerks are required for each Sales Store and this is in addition to the staffing for the call center.	Yes
5	Can the County arrange a tour of the Sales Centers?	No
6	How many customer-facing service windows are there at each location? What is the total number of POS workstations required by each location?	There are 3 windows with workstations in Silver Spring and 2 windows with workstations in Bethesda.
7	Should the requirement read "re-mail a notice to the correct address within five business days of obtaining an updated address "?	No, wording is correct.
8	Please confirm that the definition of Parking Citations means on-street parking citations for violations of County or Municipal ordinances covering parking.	Yes, on and off street

Q #	Question/Comment	Answer
9	Please clarify, does the County intend to continue using the AutoCite handheld units during the new contract term? Will the new contractor be required to interface with the AutoCite ticket issuance application?	Yes, and Yes
10	What is the County's anticipated number of users accessing the ad-hoc report writing tool at one time?	20
11	In the current Vendor invoices there are items billed that are not identified in the future pricing requirements. These are: 1. Payment Optimization, 2. Temporary Staff, 3. Duracell Batteries, 4. Hosted Management Services, 5. Genetec Autoview LPR System, 6. AutoCite 3X Mobile Now, 7. Eisag Extended Warranty, 8. LPR System, 9. Online Permit Processing, and 10. Meter Inventory Project. Were these services change orders to the initial proposed services and subsequent signed contract? Are these services anticipated to be priced into the new pricing proposal?	No, and no
12	What hardware and software will the County be using at the start of the new contract term? Does the County anticipate that there will be a handheld hardware refresh during the contract term?	Hardware will be Duncan X-3. New contractor will provide environment for this application by hosting this database. Ensuring communication with the handheld units, and ensuring the availability and processing of the collected data. Yes.
13	Will the County's handheld units generate pictures/images or audio files? If so, will the vendor be required to store the image and audio files and link them to ticket records in the processing system?	No, we don't currently use the feature, but will explore using it in the next contract.
14	Can the City provide sample handwritten and handheld tickets and envelopes?	Yes. We will attach documents.
15	Should this read " The Contractor shall provide 24 electronic handhelds... " etc?	No.
16	Would the County consider replacing its current devices with new ones, especially if there is increased functionality and improved performance?	Yes, the County may consider other devices.
17	Can the County please provide the exact calculation that was used in determining the 88.5% collection rate?	Yes. This was calculated by taking the percentage of valid, collectible parking citations issued in FY2012 that were fully paid as of the date that the numbers were pulled (2/14/2013). The County currently has collected on 89.9% of those citations.
18	Can the County please identify by year the number and dollar value of citations issued, windshield payment rate, 1 year collection rate, 2 year collection rate, and 2 year closure rate?	Please see Attachment 1.
19	Can the County please identify the total population by year of issuance (violations and dollars) of the existing accounts receivable?	Please see Attachment 1.

Q #	Question/Comment	Answer
20	Can the County please identify the current % of violations that migrate to 45 past due from issuance?	Yes. 25.8% of citations issued under the current contract aged to at least 45 days from issuance before closure, or are currently open and over 45 days old.
21	Will the County allow outbound phone calls on delinquent violations?	No
22	Will the County allow credit bureau reporting?	No
23	This requirement implies that an interface is required to either the County's own RPP system or another contractor's RPP system. Can the County expand on the requirements for developing an interface for RPP processing?	County will pay for the cost of the interface for RPP processing.
24	What is the deadline for questions to be submitted?	The cut-off date for questions 8/1/2013.
25	In order to demonstrate an ability to meet the County's requirement to accommodate expansion to an annual issuance of 300,000 tickets, shall vendors provide references and project summaries for clients that currently issue at least 300,000 on-street parking violations?	Yes you may provide references from other clients. The County is interested in a vendor with a capacity of processing up to 300,000 tickets per year.
26	If the vendor uses a post office box located in Montgomery County, Maryland and meets all of the correspondence processing requirements in Montgomery County, is it acceptable to the County for the lockbox check scanning scope to be located in-state but outside Montgomery County limits?	This Amendment #2 is to allow for the DC metropolitan Area. See revised page 25.
27	During the current contract, the incumbent vendor charged \$50,000 for a Payment Optimization. Will the County make available the associated report produced from this study effort?	The County will not put this requirement in this contract.
28	The announcement indicates the proposal due date and the date for the pre-submission conference, but does not provide a schedule for the question-and-answer process. Please provide the cutoff date for the submission of questions and a date for when the answers will be published	The cut-off date for questions is 8/1/13.
29	This section of the RFP states that the selected vendor will be responsible for the data entry of handwritten tickets. Does County staff want access to images of these handwritten tickets as an appendage to the citation record?	Yes

Q #	Question/Comment	Answer
30	Please describe how a permit applicant's qualifications will be approved through a relationship with the Maryland, MVA. Additionally, please provide the documentation required to validate an applicant's eligibility for each permit type.	There will be no qualifications verified by the MVA.
31	This section of the RFP states that the... "Contractor will be responsible for all credit card costs and related authorization and banking fees associated with the Internet application." Please provide the maximum volume of such transactions, including permit purchases/renewals, so that proponents can factor these costs into their pricing models.	In FY13 the internet citation payment volume was 98,501 payments. The parking media volume was 706 (Online permit access began in February 2013). Phone payment volume was at 11,668 payments.
32	This section of the RFP requires proponents to provide electronic handheld ticket writers capable of uploading citations in real time and accessing a boot/tow list. Please confirm that these handhelds are to be wirelessly enabled. Additionally, the County currently offers the ParkNow pay-by-cell phone parking service at the County's parking meters and wireless handhelds are required for enforcement. We assume this service will continue to be provided during next term the term of the citation processing and collections contract. If that assumption is correct, please define the interface requirements so that proponents can build and price this element of a handheld issuance solution.	County will be responsible for the cost of the interface.
33	Please describe a citation recipient's role in scheduling a hearing.	Hearing requests will be in writing.
34	Please describe the categories of data that should be presented in the dashboard access referred to in this Section.	Daily financials, Deposits, Lockbox, Parking Store Sales, WEB, IVR, Cash Key, PayLock, Court pays.
35	Will the County explore using other handhelds than the existing X3s? If so, would alternative solutions between the citation management system and handheld be acceptable in the proposal? Example: motorola MC9500	County currently is using Duncan X-3. We may explore other handhelds in the future.
36	Would the County like to have integration between the handhelds, Pay-by-cell, Pay-by-space?	Yes, County will pay for the cost of the integration for the handhelds
37	Please confirm that the County will be providing all computer and point of sale hardware required to operate sales office	Yes, we confirm.

Q #	Question/Comment	Answer
38	What data is being sent from the Parking System to the Financial System? Will there be a return file from Financial Systems to Parking System? If so, what are the file specifications?	Payment processing and online cashing is specified on page 24 #5. Data being sent daily from Parking System to the County's financial system include: Bethesda and Silver Spring Sales Store sales; online payment/sales; lockbox payments; IVR payments; adjustments made by County's Financial Management staff; Paylock payments. Files should be sent in an ERP platform/Oracle file. Specifications for the file will be part of the transition phase once the contract has been awarded.
39	Who has the relationship with the MD DMV, the County or the current vendor?	County
40	What bank would the City like their funds deposited into? Is this the same bank lockbox payments are currently processed with? In not, who handles the local lockbox activities?	The County currently does all banking business with PNC Bank
41	What is the reasoning for 50% of the IVR calls needing to be transferred to a customer service representative?	Additional questions occur because the answers cannot be provided on the voicemail prompts.
42	How many tickets are currently paid online?	In FY13 online citation payment volume was 98,501; online parking media volume was 706 (online program began in February 2013); and phone payment volume was 11,668.
43	Is a convenience fee charged for online payments? If so, what is the fee?	No, convenience fees are not charged.
44	Would the city be willing to use emails to notify inquirers of administrative review decisions and adjudication matters?	No
45	Please explain how current internet payments received are imaged by the current contractor?	There are no images associated with Web payments. The real time transaction data is recorded for customers that pay over the Web.
46	Is it required that all lockbox imaging done by a bank be uploaded directly into the parking database, or only if specific images are requested for research purposes?	We require all lockbox payments/correspondence be uploaded into the parking database to the corresponding citation. An ICL deposit is sent to our bank daily.
47	What are the hours of operation for the Customer Call Center?	8:30am to 5pm Eastern Standard time
48	Is the Customer Call Center required to reside in Montgomery County, MD? If not, then are the Customer Call Center Representatives obliged to receive the Montgomery County Living Wage?	No, and yes.
49	Are there any Service Level Agreements to any of the requirements in the RFP?	Not at this time.

Q #	Question/Comment	Answer
50	Is the contractor facility required to be within Montgomery County or within a certain number of miles from 100 Edison Park, Gaithersburg, MD?	Yes.
51	Please provide total contract value in dollars for the base years of the contract.	\$4,807,403 was appropriated for fiscal year 2008-2010 (3 base years).
52	Please provide the last 6 months of invoices from the incumbent contractor.	This information may be obtain by routing the request to the Office of Procurement. Request information under the Maryland Public Information Act (MPIA).
53	Please provide a copy of the last six month of invoices paid by the County for the currently provided products and services requested in this RFP.	This information may be obtain by routing the request to the Office of Procurement. Request information under the Maryland Public Information Act (MPIA).
54	Please provide the incumbent contractor's final contract and extensions.	This information may be obtain by routing the request to the Office of Procurement. Request information under the Maryland Public Information Act (MPIA).
55	Please itemize all office supplies that the County will provide for operations.	All printing supplies and office supplies that involves the operation of the Sales Stores in Silver Spring and Bethesda will be provided by the County.
56	Please confirm there is no Small Business/LBEMBE/DBE/WBE requirement for this procurement, but rather a goal.	Vendors are not required to participate, however they are required to complete the form and make good faith efforts to participate.
57	On Page 17, B. 1), it mentions handheld and handwritten ticket stock and envelopes—can you please confirm who pays for ticket stock and envelopes, County or vendor?	County will pay.
58	On Page 21, H. 1), it mentions payment kiosks at each cashiering facility. Could you please provide the specifications for the kiosks the selected vendor will be using?	If County implements this option, it will be at County's cost. There is no plan now.
59	On Page 25, 6), who takes financial responsibility for the current PO Box located in Montgomery County—County or vendor?	County
60	What is the approximate revenue value of all unpaid parking citations that make up the City's existing backlog?	Current outstanding total over 730 days is \$3.5 million as of 6/30/13. 366 to 730 days is \$1.8 million
61	How many potential end-users from the City's staff and the City's 3 rd party contractor would require access to a vendor's backend system for tracking parking citations?	20
62	Does the City currently issue warning tickets? If yes, what are the criteria for issuing one?	Yes. It's the County discretion.
63	On Page 27, O. 2), it mentions real-time uploads to the database: who is responsible for the wireless fees for the real-time uploads? County or vendor?	County

Q #	Question/Comment	Answer
64	Can you please provide copies of the current handheld and handwritten book tickets?	Please see Attachment 2.
65	Can you please provide a copy of current violation codes and fine amounts?	For the violations codes go to the web address on the Montgomery County Code: http://www.amlegal.com/ Once on the website click on Library, then select Maryland for State, select Montgomery County and select frames. Then go to Part II - Local laws, Ordinances, Resolutions and search for Chapter 31. This chapter holds all the violations for parking. For the fine amounts we will attach the most current resolution that outlines the fine amounts See Attachment 3.
66	Can the County provide an inventory list at sales centers individually of all workstation equipment including PCs, local printers, cash drawers, receipt printers, etc. with make, model and count of each item?	Not necessary, County pays for all costs.
67	Please confirm that the County is responsible for phone and data lines at the sales centers and the phone system.	Yes, the County confirms.
68	Please confirm that the existing post office box will continue to be used and that there will be no cost to the Contractor.	Yes, the County confirms.
69	Please provide the address of the existing post office box.	There are two post office box locations: The Silver Spring P.O. Box 83 99 Silver Spring Md 20907 is located at 86 53 16th Street Silver Spring MD 20910. The Bethesda P.O. Box 30410 Bethesda MD 20824 is located at 6900 Wisconsin Avenue Bethesda MD 20924
70	General Would the County entertain proposals which include a percentage of revenue billing for past due collections?	No
71	Could the County provide the annual volumes of payments received through the internet and what is the average payment amount?	Yes. There were \$8,501 web payments in FY2013. The average payment amount was \$60.00
72	Who is the County's telecommunications service provider?	The County has a Department of Technology Services.
73	Page 17 B.2. with respect to the delinquency notices and expected collection efforts, will these efforts be made in the name of the County on County letterhead (First Party) or should they come from a Third Party Debt Collection vendor? Per Amendment 1, questions will be permitted up to August 1st, will the County consider extending the due date by 1 week to allow vendors enough time to incorporate answers into their proposals?	Yes on County letterhead. There is no third party.

Attachment 1

Chart for Question #18

Year	Total Citations Issued	Windshield Rate	1 Year Collection	2 Year Collection	2 Year Closure
FY2009*	132,874	56.5%	86.0%	88.4%	88.5%
FY2010	218,527	58.2%	87.3%	89.9%	90.0%
FY2011	191,053	61.6%	88.0%	90.6%	90.7%
FY2012	179,555	61.2%	88.2%	90.0%**	90.1%**
FY2013	177,144	60.2%	83.4%**	83.4%**	83.8%**

*FY2009 begins with December 2008, the first full month of the County's current contract.

**full time period for calculation has not passed; percentage will increase as time goes on.

Chart for Question #19

Year	# Citations Receivable	\$ Receivable
FY2009*	13,000	\$ 1,170,002
FY2010	19,925	\$ 1,798,455
FY2011	16,868	\$ 1,661,748
FY2012	17,540	\$ 1,734,874
FY2013	27,645	\$ 2,651,758

*FY2009 begins with December 2008, the first full month of the County's current contract.

PARKING VIOLATION NOTICE

MONTGOMERY COUNTY, MARYLAND
 TO THE OWNER/OPERATOR: You have been charged with violating the referenced parking law in Montgomery County, Maryland. Failure to either pay the fine due or to elect a court date within 15 calendar days may result in your vehicle being immobilized or impounded or your vehicle registration being withheld. Additional fees will be charged for each action. Within 15 calendar days of issue pay FINE amount after 15 calendar days pay just LATE amount. Pay second LATE amount after 45 calendar days. If the undersigned, arrest and certify under penalty, that the matters herein set forth are to the best of my knowledge, true.

Signature: *K. H. St. John*

PARKING CITATION

Issue No.	924696982
Date	FRI 07/19/2013
Time	11:20AM
Officer Name	HATAMOSA
Officer ID	T123
District	9
Dept	2
Location	11607 GRANDVIEW AVE

Violation

Code: CHAP/SEC 31.12
054 RESIDENTIAL PERM. PARKING ONLY
Due Now After 08/03/2013
\$50.00 \$75.00
09/02/2013 \$100.00

Vehicle	License No.	State	Exp	Body Style
CHRY		MD	05/15	SUV
Make	Color	Permit		
	SIL	NONE		

Remarks
WHEATON 9AM/SPR MON/FRI NO PERMIT

Important information regarding methods of payment or procedure to request a court hearing are printed on the reverse side.

1066

Front of Handheld Ticket

INSTRUCTIONS TO THE VIOLATOR

Election to stand trial received within 15 calendar days of issuance does not require posting of collateral. Request for trial received after 15 days from issuance requires posting of collateral equal to the fine plus all late penalties plus any other outstanding charges. Failure to respond to the violation may result in your vehicle registration renewal being withheld. If your vehicle is towed all fines, costs, and towing/storage charges must be paid in cash before the vehicle will be released.

METHODS OF PAYMENT

CREDIT CARD VIA THE INTERNET: Visit our web site at www.montgomerycountymd.gov. Select On-Line Services / Pay Parking Tickets. Allow 72 hours for posting of citation on site.

CREDIT CARD VIA THE TELEPHONE: Call us on 240-453-0113. The automated system operates 24 hours per day, 7 days per week. Operator assistance is available 8am to 5pm, Mon. to Fri.

MAIL: Do not mail cash. Mail this notice with check or money order payable to Montgomery County, MD. Include all penalties due if after 15 calendar days. Mail to: Montgomery County, MD, PO Box 1428 Rockville, MD 20849-1428 or use the envelope provided. Include the violation number on your payment. Dishonored checks incur a charge of \$35 and such fees may be electronically charged to your bank account.

IN PERSON: Visit any of these two payment locations 7:30am to 4:00pm, Mon. to Fri. Except County Holiday.
 -Silver Spring: Parking Sales Office, 801 Ellsworth Drive
 -Bethesda: Parking Sales Office, 4720 Cheltenham Drive

REQUEST FOR TRIAL

Should you desire to contest this violation, sign on the line provided below and carefully complete the name and address. Notice of trial date and location will be sent to you by mail. Requests made after 15 days from the date of issue require posting of collateral as discussed above. You may be responsible for costs that the court assesses. By signing you are verifying your request for trial.

☐ I request the presence of the issuing officer

Signature _____ Date _____ Day Phone _____
COMPLETE BEFORE MAILING - PLEASE PRINT

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

ET1208

Back of Handheld Ticket

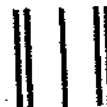
NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

BE SURE TO ENCLOSE THE PARKING VIOLATION WITH YOUR REMITTANCE

PARKING VIOLATION NUMBER _____



PLACE
STAMP
HERE

MONTGOMERY COUNTY, MARYLAND
PARKING CITATION SERVICES
PO BOX 1426
ROCKVILLE, MD 20849-1426



Front - Hand held Ticket envelope

PLEASE READ CAREFULLY

PAYMENT BY MAIL: Do Not mail cash.

Mail notice with check or money order, payable to Montgomery County, MD and include all late penalties if after 15 calendar days. Use envelope provided or mail to Montgomery County, MD, PO Box 1426, Rockville, MD. 20850-1426. Include the violation number on payment and print information requested on the front of envelope.

OTHER PAYMENT METHODS:

Credit/Internet Web Site: www.montgomerycountymd.gov, then click Online Services, then click Parking Tickets. Allow 72 hours after issue for posting of violation.

By Phone: Call 240-453-0113 Mon-Fri, 8 AM to 4:30 PM

In Person: at 255 Rockville Pike, Room L-15, Rockville, Mon-Fri 8:00 AM to 4:00 PM or Permit Sales Office, 809 Ellsworth Drive, Silver Spring, or 4720 Cheltenham Drive, Bethesda, Mon-Fri 7:30 AM to 4:00 PM (excluding County Holidays).

DEADLINE: Pay this fine or request a court hearing within 15 calendar days of issuance to avoid late penalties. To request a court date complete the information on the reverse of the violation and return in this envelope. Requests for a court date after 15 calendar days requires posting of collateral equal to the fine plus all late penalties.

METER MALFUNCTION/INFORMATION: To report a suspected meter malfunction (within five days of issuance of violation) or obtain other information call 240-453-0113, 8AM to 4:30 PM weekdays (excluding County Holidays).

Back - Hand held Ticket envelope

Agency Copy - Manual Ticket

Violation Copy

PLEASE DO NOT FOLD PARKING VIOLATION NOTICE
DETACH AT PERFORATION FOR MAILING
PAY YOUR TICKET ONLINE: www.montgomerycountymd.gov

Montgomery County, Maryland 303496038
Parking Violation Notice Ticket Number

Registration # MD VA DC Temp Other
Exp. Mo. YR.

Make: ☐ Acura ☐ Chevy ☐ Ford ☐ Mazda ☐ Toyota ☐ BMW ☐ Chrysler ☐ Nissan ☐ Volk ☐ Buick ☐ Dodge ☐ Olds ☐ Other

Body Style: Color:

This vehicle was parked in violation of Chapter 31 or

Section	Violation	Code	CK Box	Fine
20C(2)	NPAT - On Street	034	<input type="checkbox"/>	\$60
26 (1)	Official Sign - Off Street	036	<input type="checkbox"/>	\$50
26A(6)	Handicapped Parking	043	<input type="checkbox"/>	\$250
20B7	No Stand/Park - Fire Lane	025	<input type="checkbox"/>	\$250
7	Unregistered Vehicle - On Street	002	<input type="checkbox"/>	\$60
35	Expired Parking Meter #	050	<input type="checkbox"/>	\$45
26(3)	Parked Not w/in Space - Off Street	038	<input type="checkbox"/>	\$60
14	Comm. Vehicle/Bus/Rec in Resid. Zone	004	<input type="checkbox"/>	\$75
17	Parked w/in 35 Feet of Intersection	005	<input type="checkbox"/>	\$60
19	Within 5 Feet of Driveway - On Street	008	<input type="checkbox"/>	\$60
20A9	Park/Stand/Stop - Rush Hour	017	<input type="checkbox"/>	\$60
20B1	Within 15 Feet Fire Hydrant	019	<input type="checkbox"/>	\$60

Other: ☐
All fines increase by \$25 if not paid or contested within 15 days of issue date.
After 45 calendar days pay second late fee amount of \$25.00.

Date: Time: Location:

County Police District: ☐

I, the undersigned, attest and certify, under penalty of perjury, that the matters herein set forth are true to the best of my knowledge.

Printed Name Signature I.D. No.
Dept. MC Police 1 DOT 2 Fire 3 Metro Police 5 SECR 6 Other

Trial Date Plea Verdict Fine Costs Other Disposition

District Court Judge

PLEASE DO NOT FOLD PARKING VIOLATION NOTICE
DETACH AT PERFORATION FOR MAILING
PAY YOUR TICKET ONLINE: www.montgomerycountymd.gov

Montgomery County, Maryland 303496038
Parking Violation Notice Ticket Number

Registration # MD VA DC Temp Other
Exp. Mo. YR.

Make: ☐ Acura ☐ Chevy ☐ Ford ☐ Mazda ☐ Toyota ☐ BMW ☐ Chrysler ☐ Nissan ☐ Volk ☐ Buick ☐ Dodge ☐ Olds ☐ Other

Body Style: Color:

This vehicle was parked in violation of Chapter 31 or

Section	Violation	Code	CK Box	Fine
20C(2)	NPAT - On Street	034	<input type="checkbox"/>	\$60
26 (1)	Official Sign - Off Street	036	<input type="checkbox"/>	\$50
26A(6)	Handicapped Parking	043	<input type="checkbox"/>	\$250
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7	Unregistered Vehicle - On Street	002	<input type="checkbox"/>	\$60
35	Expired Parking Meter #	050	<input type="checkbox"/>	\$45
26(3)	Parked Not w/in Space - Off Street	038	<input type="checkbox"/>	\$60
14	Comm. Vehicle/Bus/Rec in Resid. Zone	004	<input type="checkbox"/>	\$75
17	Parked w/in 35 Feet of Intersection	005	<input type="checkbox"/>	\$60
19	Within 5 Feet of Driveway - On Street	008	<input type="checkbox"/>	\$60
20A9	Park/Stand/Stop - Rush Hour	017	<input type="checkbox"/>	\$60
20B1	Within 15 Feet Fire Hydrant	019	<input type="checkbox"/>	\$60

Other: ☐
All fines increase by \$25 if not paid or contested within 15 days of issue date.
After 45 calendar days pay second late fee amount of \$25.00.

Date: Time: Location:

County Police District: ☐

I, the undersigned, attest and certify, under penalty of perjury, that the matters herein set forth are true to the best of my knowledge.

Printed Name Signature I.D. No.
Dept. MC Police 1 DOT 2 Fire 3 Metro Police 5 SECR 6 Other

Trial Date Plea Verdict Fine Costs Other Disposition

District Court Judge

Mail Address: Montgomery County Maryland
P.O. Box 1426
Rockville, Maryland 20849-1426

3066

Manual Ticket
Violation for's Copy - Back

Instructions to the Violator

By County Law, payment of this fine or a request for a court hearing must be received within fifteen (15) calendar days of the date of this violation. All fines increase by \$25.00 if payment or election to stand trial is not received within the fifteen calendar day period from the date of issuance. Elections to stand trial received within 15 calendar days of issuance do not require posting of collateral. If all fines and penalties are not paid within 45 days of the date of the violation a second late penalty of \$25.00 will be assessed.

Requests for trial received after 15 days from issuance require posting collateral equal to the fine plus all other penalties and fees.

Failure to respond to this violation may result in your vehicle being immobilized or impounded, or your vehicle registration renewal being withheld. Additional charges shall be added for each action taken.

If your vehicle is towed for illegal parking, all fines, penalties, and towing/storage charges must be paid in cash before the vehicle will be released.

Method of Payment

Mail: Mail this notice and a check or money order for the amount due including any late penalties to Montgomery County, MD P.O. Box 1426, Rockville, MD 20849-1426. An envelope is provided for your convenience. Make remittance payable to: Montgomery County, Md. Include the violation number on your payment.

DO NOT MAIL CASH

Dishonored checks incur a charge of \$35.

Dishonored check fee may be electronically charged to your bank account.

Credit Card via the Internet: Visit our Web Site at www.montgomerycountymd.gov

Credit Card via the Telephone: Call us at (240) 453-0113

In Person: Walk-ins may come to the Parking and Collections Office, 801 Elsworth Dr., Silver Spring, MD or 4720 Cheltenham Dr., Bethesda, MD between the hours of 7:30 A.M. and 4:00 P.M. Mon - Fri Except County Holidays

Request For Trial

Should you desire to contest this violation, sign on the line provided below and carefully complete the name and address area. Notice of the trial date and location will be sent to you by mail. Requests made after 15 days from the date issued require posting of collateral as discussed above. By signing you are verifying your request for trial.

☐ I hereby request the presence of the issuing officer

Signed _____ Date _____ Day Phone _____

Complete Before Mailing - Please Print

Name: _____

Address: _____

City: _____

State: _____

Zip: _____

IMPORTANT:

FAILURE TO RESPOND TO THIS VIOLATION MAY RESULT IN YOUR VEHICLE BEING IMMOBILIZED OR IMPOUNDED, YOUR VEHICLE REGISTRATION BEING WITHHELD, OR A WARRANT BEING ISSUED FOR YOUR ARREST. ADDITIONAL CHARGES SHALL BE ADDED FOR EACH ACTION.

COLLATERAL

REQUESTS FOR A COURT DATE REQUIRE THE POSTING OF COLLATERAL WHICH EQUALS THE FINE PLUS ANY LATE PENALTIES OR CHARGES.

Envelope-back of
MANUAL TICKET

PARKING VIOLATION NOTICE
MONTGOMERY COUNTY, MD.

THIS NOTICE IS NOT TO BE
REMOVED BY ANY PERSON OTHER
THAN OWNER OR OPERATOR OF
VEHICLE

Attachment 3

Document for Question # 65

Resolution: 17-746

Introduced: April 2, 2013

Adopted: May 15, 2013

COUNTY COUNCIL FOR MONTGOMERY COUNTY, MARYLAND

By: County Council

SUBJECT: Setting Transportation Fees, Charges, and Fares

Background

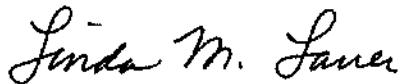
1. According to Section 2-57A of the Montgomery County Code, as of July 22, 2004 all fees, charges, and fares for any transportation or transportation-related service or product provided by the Department of Transportation must be set by Council resolution adopted after a public hearing and approved by the Executive, unless any law expressly requires a different process. If the Executive disapproves a resolution within 10 days after it is adopted and the Council readopts it by a vote of six Councilmembers, or if the Executive does not act within 10 days after the Council adopts it, the resolution takes effect.
2. The fees, charges, and fares currently in effect are those in Council Resolution 17-431 adopted on May 16, 2012 and approved by the Executive on May 23, 2012.
3. The County Executive's Fiscal Year 2014 Recommended Operating Budget included a change in the parking rate structure for Bethesda from duration based rates to location based rates. The current parking rates in Bethesda are: \$1.25/hour for parking up to 4 hours and \$0.80/hour for parking in excess of 4 hours. The proposed rates are \$2.00/hour on-street, \$1.25/hour in any parking lot space and \$0.80/hour in any space in a parking garage. The PCS Permit rate would remain at \$150.00/month and permits would still be honored at any long term parking space regardless of location. The new rate system would be effective on July 1, 2013. In addition, the parking rate in Montgomery Hills is recommended to be increased from \$0.25/hour to \$0.50/hour with a PCS Permit rate increase from \$45.00/month to \$90.00/month. The Executive does not recommend any other changes in either parking rates or the hours requiring payment.
4. No major changes are recommended in Ride On fares but added to this resolution is a \$2.00 one-time charge for a Youth SmarTrip card, allowing those who qualify to use SmarTrip for the purchase of their Youth Cruiser monthly pass.
5. A public hearing on this resolution was held by the Council on April 23, 2013.

Action

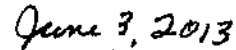
The County Council for Montgomery County approves the following resolution:

Transportation fares, fees, and charges in Resolution 17-431 are amended as described in Table 1, attached. The amendment changes the rate structure in the Bethesda Parking Lot District from a duration based to location based system and increases the parking rates in the Montgomery Hills Parking Lot District. These rate changes become effective July 1, 2013.

This is a correct copy of Council action.

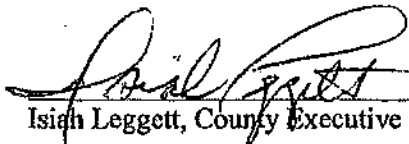


Linda M. Lauer, Clerk of the Council



Date

Approved


Isiah Leggett, County Executive

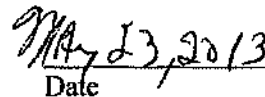

Date

TABLE 1: TRANSPORTATION FARES, FEES, AND CHARGES**I. Transit Fares**

Regular cash fare or token	\$1.80
Regular fare paid with SmarTrip	\$1.60
Route 70 cash fare or token	\$4.00
Route 70 fare paid with SmarTrip	\$3.65
VanGo (Route 28) and Route 94 shuttles	Free
Designated routes in Free-Wheeling Days promotion	Free
Kids Ride Free Program (2-7 pm weekdays)	Free
Give and Ride Program	Free
MetroAccess Certified and/or Conditional Customer with ID	Free
MetroAccess – companion of Certified and/or Conditional customer with ID	Free
Children under age 5	Free
Local bus-to-bus transfer (SmarTrip only)	Free
Metrorail-to-Ride On bus transfer with SmarTrip	\$1.10
Metrorail-to-Route 70 transfer with SmarTrip	\$3.15
Local bus-to-Route 70 transfer	\$2.05
Metrobus weekly pass	Free
MARC weekly, monthly, and TLC passes transfer to Ride On	Free
MTA Commuter Bus Pass transfer to Ride On	Free
Ride On Monthly Pass	\$45.00
Boarding Route 70 with weekly or monthly pass	\$2.05
Youth Cruiser Pass	\$11.00 Per Month
<u>Youth SmarTrip Card (one-time fee)</u>	<u>\$2.00</u>
Summer Youth Cruiser pass (for 3-month period of June, July, and August)	\$18.00
'C' Pass (for current County employees)	Free
'U' Pass (for Montgomery College transportation fee-paying students)	Free
except express bus	Free
Senior* with identification card from 9:30 am-3:00 pm weekdays	Free
Senior* with identification card except from 9:30 am-3:00 pm weekdays	
with cash fare or token	\$0.90
with SmarTrip card	\$0.80
Metrorail-to-Ride On bus transfer (SmarTrip only)	\$0.30
Local bus transfer (SmarTrip only)	Free
Senior* with identification card for Route 70 except from 9:30 am-3:00 pm weekdays	
with cash fare or token	\$2.00
with SmarTrip card	\$1.80
Metrorail-to-Route 70 with SmarTrip	\$1.30
Local bus-to-Route 70 with SmarTrip	\$1.00
Boarding with weekly or monthly pass	\$1.00

* For the purposes of this resolution, a person with disabilities not certified for MetroAccess with no condition service is treated the same as a senior.

A. Bethesda Parking Lot District and Bethesda CBD Sector Plan Area

- ### **B. Silver Spring Parking Lot District**

- ④

3. Garages 60 and 61
Monthly Permit

\$1.00 Per Hour
\$189.00 Per Month

C. Wheaton Parking Lot District

1. Meters on-street from 9 am to 6 pm, Monday through Saturday, and in lots from 9 am to 6 pm, Monday through Saturday, and in garages from 9 am to 6pm, Monday through Friday

Short-Term (First 4 hours)

\$0.75 Per Hour

Long-Term (More than 4 hours)

\$0.60 Per Hour

2. Special Permits

Parking Convenience Sticker

\$113.00 Per Month

Townhouse Resident Permit

\$2.00 Per Month

D. Montgomery Hills Parking Lot District

1. Meters on-street from 9 am to 6 pm, Monday through Friday, and in lots from 9 am to 6 pm, Monday through Friday

Short-Term (First 4 hours)

\$[0.25] 0.50 Per Hour

Long-Term (More than 4 hours)

\$[0.25] 0.50 Per Hour

2. Special Permits

Parking Convenience Sticker

\$[45.00] 90.00 Per Month

Townhouse Resident Permit

\$2.00 Per Month

E. Areas Outside Parking Lot Districts (not including Bethesda CBD Sector Plan Area)

1. Meters on-street and in lots from 7 am to 7 pm, Monday through Friday

Short-Term (First 4 hours)

\$1.00 Per Hour

Long-Term (More than 4 hours)

\$0.65 Per Hour

2. Special Permits

Parking Convenience Sticker

\$123.00 Per Month

5

III. Parking Fines and Other Charges (with County Code Section Citations)**A. Motor vehicles, traffic control and highways, generally**

31-6(b)(2)	Snow emergency – Parked in Right-of-Way	\$85.00
31-7	Unregistered vehicle/parking prohibited	\$60.00
31-8	Impeding traffic, threaten public safety	\$60.00

B. Parking regulations generally – on-street

31-11(b)	Emergency/Temporary no parking sign	\$60.00
31-12	Violation of official sign (except residential permit parking)	\$60.00
31-12	Residential permit parking violation	\$50.00
31-13	Parking of vehicle – snow accumulation	\$60.00
31-14	Parking of heavy commercial vehicles, recreational vehicles, or buses	\$75.00
31-16	Over 24 hours	\$60.00
31-17	Within 35 feet of intersection	\$60.00
31-18	Posted time limit	\$60.00
31-19	Obstructing driveways (within 5 feet)	\$60.00
31-20	No person will:	
(a)	Stop, stand or park a vehicle whether occupied or not:	
(1)	Impeding traffic	\$60.00
(2)	On a sidewalk	\$60.00
(3)	Within an intersection	\$60.00
(4)	On a crosswalk	\$60.00
(5)	Alongside street repair	\$60.00
(6)	On bridge/ in tunnel	\$60.00
(7)	On any highway ramp	\$60.00
(8)	Official school board/Montgomery College sign	\$60.00
(9)	Rush hour restriction	\$60.00
(10)	Behind Official sign in Right-of-Way	\$60.00
(b)	Stand or park a vehicle, whether occupied or not, except momentarily to pick up or discharge a passenger:	
(1)	within 15 feet of fire hydrant	\$60.00
(2)	within 20 feet of painted crosswalk	\$60.00
(3)	within 30 feet of traffic control signal/device	\$60.00
(4)	at a firehouse entrance clearance	\$60.00
(5)	at a No Standing sign	\$60.00
(6)	double parking	\$60.00
(7)	at a posted/marked fire lane	\$250.00
(8)	in front of theaters, posted	\$60.00
(9)	more than 12 inches from curb	\$60.00
(10)	opposite the flow of traffic	\$60.00
(11)	blocking another vehicle	\$60.00
(12)	not within designated parking space	\$60.00
(13)	at a posted bus stop	\$60.00
(14)	at a posted taxi stand	\$60.00
(15)	in a handicapped parking space	\$250.00

(6)

- (c) Park a vehicle, whether occupied or not, except temporarily for the purpose of and while actually engaged in loading or unloading merchandise or passenger:

(1)	within 50 feet of a railroad crossing	\$60.00
(2)	at an official No Parking sign	\$60.00

C. Off-street public parking regulations

31-26	(a) No person shall park a vehicle on a public parking facility:	
	(1) in violation of an official sign	\$60.00
	(2) in a No Parking zone	\$60.00
	(3) not within a designated parking space	\$60.00
	(4) in or on driving aisle/driveway/signwalks	\$60.00
	(5) at a bagged meter/temporary sign/barricade	\$60.00
	(6) blocking another vehicle	\$60.00
	(7) over 24 hours where not authorized	\$60.00
	(8) vehicle unregistered/inoperative	\$60.00
	(9) in violation, front-in-only, posted	\$60.00
	(10) straddling marked parking spaces	\$60.00
	(11) unattended/running	\$60.00
	(12) impeding traffic	\$60.00
31-27	(b) Prohibited vehicle/weight/size/type	\$60.00
31-30(c)	(c) Snow/ice emergency	\$60.00

D. Parking meters generally

31-35	Expired parking meter	\$45.00
31-36	Overtime parking at parking meter	\$50.00
31-37	More than 3 feet from parking meter	\$45.00
31-38	More than 1 vehicle in parking space except motorcycles	\$45.00

E. Administration, enforcement, penalties, and collection

31-62 (c)	Impoundment or immobilization fee	\$115.00
31-52 (e)	Fee for withholding the registration of a vehicle	\$10.00
31-57(a)	First late penalty for failure to fully pay fine or appeal citation within 15 days	\$25.00
31-59	Second late penalty for failure to fully pay the original fine and penalties within 45 days of the original issuance of the citation	\$25.00

F. Residential Parking Permits

31-48(h)	[Biennial] <u>Annual</u> fee	\$[40.00] <u>20.00</u>
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7

IV. Transportation Management District (TMD) annual fees

In this section Gross Floor Area (GFA) is defined as described in Section 52-47 of the County Code.

A. Bethesda Transportation Management District

Commercial space occupied before July 1, 2006 where payment of TMD fee was a condition of subdivision or optional method approval	\$0.10/square foot GFA
Commercial space first occupied on or after July 1, 2006*	\$0.10/square foot GFA

B. Friendship Heights Transportation Management District

Commercial space occupied before July 1, 2006 where payment of TMD fee was a condition of subdivision or optional method approval	\$0.10/square foot GFA
Commercial space first occupied on or after July 1, 2006*	\$0.10/square foot GFA

C. North Bethesda Transportation Management District

Commercial space occupied before July 1, 2006 where payment of TMD fee was a condition of subdivision or optional method approval	\$0.10/square foot GFA
Commercial space first occupied on or after July 1, 2006*	\$0.10/square foot GFA

D. Silver Spring Transportation Management District

Commercial space occupied before July 1, 2006 where payment of TMD fee was a condition of subdivision or optional method approval	\$0.10/square foot GFA
Commercial space first occupied on or after July 1, 2006*	\$0.10/square foot GFA

E. Greater Shady Grove Transportation Management District

Commercial space occupied before July 1, 2011 where payment of TMD fee was a condition of subdivision or optional method approval	\$0.10/square foot GFA
Commercial space first occupied on or after July 1, 2011*	\$0.10/square foot GFA

* Between July 1, [2012] 2013 and June 30, [2013] 2014, 2.5 cents/sf GFA will be charged for each full quarter after a use and occupancy permit has been issued.

MEETING ATTENDANCE SHEET

July 19, 2013

No.	Name	Company	Email Address	Phone
1	Nichelle Bell	1st Choice	mbell@1stchoicejv.com	301-503-404
2	Duff Hanson	1st Choice Duff Hanson	dhanson@dhsn.com	877-886 8898
3	Jennifer Bantz	Complus	jenniferr@complusdata.com	
4	Steve Devic	TPSI	(914) 747-1200 x229	
5	Steve Devic	TPSI	stdevic@tigerpersonnel.com	315-78-8585
6	Michael King	KIND INC.	mike.king@kindinc.com	202-359-9620
7	David Edwards	Digital Solutions	dward@digital-solutions.com	2/423-3561
8	Daria van Engelen	Serco	daria.vanengel@serco-na.com	713-368-3008
9	Kathy Kuzemka	Xerox	kathy.kuzemka@xerox.com	202-378-2660
10	Amsale Gelehu	AMS Parking Inc.	Amsale@amsparking.com	410-83-4497
11				
12				
13				
14				
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17				
18				
19				
20				

MEETING ATTENDANCE SHEET

July 19, 2013

No.	Name	Company	Email Address	Phone
1	DOUG GRAHAM	TZ SYSTEMS	DGRAHAM@TZSYSTEMS.COM	404 844 2462
2	Mark Derrick	Xerox	Mark.Derrick@Xerox.com	202-378-2661
3	Rich Wagner	Serco	RWagner1260@Aol.com	94 456-2965
4	Sepideh Behram	CIC Recovery	RESULTS@CICRECOVERY.COM	301-658-2110
5	FRANK P. COLE	ADI	FCOLEX1@VERIZON.NET	202 236 4528
6	Chad Collins	PayLock	ccollins@paylock.com	(408) 930-6769
7	Eric Harris	DCS, Procurement		799 22
8	Brett Perez	Xerox	Brett.Perez@Xerox.com	215 939 4986
9	Renika Wilson	IS Choice	rwilson@ischoice.gov.com	301 563-6404
10	Ron Given	Brekford		
11	Maurice Nelson	Brekford		
12	Matthew Ashworth	Brekford		
13	Althea Etienne	Brekford		
14				
15				
16				
17				
18				
19				
20				



DEPARTMENT OF GENERAL SERVICES

Isiah Leggett
County Executive

MONTGOMERY COUNTY GOVERNMENT
SOLICITATION AMENDMENT #1
Request for Proposals
#1027873
July 17, 2013

David E. Dise
Director

PAGE 1 OF 1 FOR THE PROCUREMENT OF:

Parking Citation Processing and Collection Services

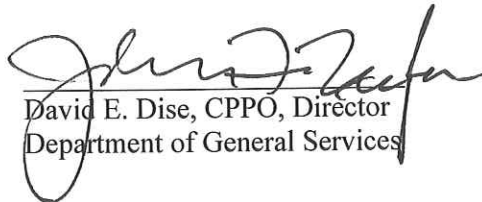
ALL SOLICITATION AMENDMENTS MUST BE ACKNOWLEDGED BY THE OFFEROR PRIOR TO
THE HOUR AND DATE SPECIFIED IN THE SOLICITATION FOR RECEIPT OF OFFERS. YOUR
FAILURE TO ACKNOWLEDGE AN AMENDMENT MAY BE CAUSE TO REJECT THE PROPOSAL.

DESCRIPTION OF AMENDMENT:

The deadline for submitting questions pertaining to this solicitation is Thursday, August 1, 2013. Please email your questions, referencing RFP #1027873 in the subject line to Gene.Dombrowski@montgomerycountymd.gov and Eric.Harris@montgomerycountymd.gov; include a contact telephone number.

THE SOLICITATION PROVISION ENTITLED SOLICITATION AMENDMENTS IS APPLICABLE TO THIS AMENDMENT. THE CHANGES SET FORTH ABOVE ARE HEREBY INCORPORATED INTO THE ABOVE-CITED SOLICITATION. THE HOUR AND DATE SPECIFIED FOR RECEIPT OF PROPOSALS HAS NOT BEEN EXTENDED.

ISSUED BY:


David E. Dise, CPPO, Director
Department of General Services

NAME OF OFFEROR:

(Type or Print)

NAME AND TITLE OF PERSON
AUTHORIZED TO SIGN OFFER:

(Type or Print)

OFFEROR'S SIGNATURE:

DATE: _____

/EVH

Office of Procurement

255 Rockville Pike, Suite 180 • Rockville, Maryland 20850 • 240-777-9900 • 240-777-9956 TTY • 240-777-9952 FAX
www.montgomerycountymd.gov

Notice to Offerors

Request for Proposals

#1027873

for

Parking Citation Processing and Collection Services

This solicitation may be subject to the County's Wage Requirements law for service contracts. If this solicitation is subject to that law, then the appropriate space will be marked in the box denoting "This is a Services Contract", at the bottom of the next page (page 1). And, in this event, the "Wage Requirements for Services Contract Addendum" (Attachment "G") should be attached.

If this solicitation is subject to the Wage Requirements law (see above explanation), then the "Wage Requirements Certification" and, if applicable, the "501(c) (3) Nonprofit Organization's Employee's Wage and Health Insurance Form" (see Attachment "G"), must be completed and submitted with your proposal. If you fail to submit and complete the required material information on the form(s), your proposal may be unacceptable under County law and may be rejected.

As noted in Attachment "G" (Section A on page G2, Wage Requirements Compliance), a contractor required to comply with the Wage Requirements Law must quarterly (January, April, July, and October for the prior quarter) submit certified payroll records for all employees, and any subcontractors, governed by the Wage Requirements Law, for each payroll period to the Office of Business Relations and Compliance, Attn: Wage Program Manager. These payroll records must include the following for each employee and any subcontractors: name; address; position/title; daily straight time hours worked; daily overtime hours worked; straight time hourly pay rate; overtime hourly pay rate; any deduction for health insurance; total gross wages paid for each period; and total net wages paid after any additions and deductions for each pay period.

Please note the information pertaining to the Wage Requirements law is on Attachment "G". Please note for services contracts, you can find the current mandatory wage rate, per hour, payable to employees under Section 11B-33A of the County Code, by going to the website (www.montgomerycountymd.gov/OBRC), and clicking "Living Wage" Requirement Law.



**Request for Proposals
#1027873
for
Parking Citation Processing and Collection Services
June 25, 2013**

Montgomery County, Maryland is soliciting proposals for the provision of the above-referenced goods/services as outlined in this document.

One original and 3 copies of your proposal must be submitted in a sealed envelope/package no later than 3:00 P.M. on August 8, 2013 to the Department of General Services, Office of Procurement, Rockville Center, 255 Rockville Pike, Suite 180, Rockville, Maryland 20850-4166. The sealed proposal package must be clearly marked with the solicitation number, due date, and due time.

There will be an optional pre-submission conference on July 19, 2013 at 10:00 am in the Public Safety Headquarters Building, 100 Edison Park Drive, 1st Floor Conference Room, Gaithersburg, Maryland 20878.

The County will not accept fax proposals or proposals sent via e-mail. All faxed or e-mailed proposals will be returned.

Should you have any questions regarding the technical information or the scope of services contained in this solicitation, please contact Gene Dombrowski with the Department of Transportation (DOT) at (240) 777-8739.

Should you have any questions regarding procurement information (i.e., terms and conditions) contained in this solicitation, please contact Eric V. Harris at (240) 777-9922

(The Office of Procurement will check one of the boxes below to indicate whether this RFP is a services contract, a Construction Contract, or neither)

This is a Services Contract (see Section A, Services Contract):	X
or	
This is a Construction Contract (See Attachment H):	
or	
This is not a Services Contract (disregard Section A, Services Contract) and is not a Construction Contract (disregard Attachment H):	

David E. Dise, Director
Department of General Services

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Montgomery County, Maryland
Acknowledgment Page

ACKNOWLEDGMENT

The offeror must include a signed acknowledgment that all the terms and conditions of the offer may, at the County's option, be made applicable in any contract issued as a result of this solicitation. Offers that do not include such an acknowledgment may be rejected. Executing and returning (with the offer) the acknowledgment shown below will satisfy this requirement.

The undersigned agrees that all the terms and conditions of this solicitation and offer may, at the County's option, be made applicable in any contract issued as a result of this solicitation.

Business Firm's Typed Name: _____

Printed Name and Title of
Person Authorized to Sign Proposal: _____

Signature: _____ Date: _____

NAME AND SIGNATURE REQUIREMENTS FOR PROPOSALS AND CONTRACTS

The correct legal business name of the offeror must be used in all contracts. A trade name (i.e., a shortened or different name under which the firm does business) must not be used when the legal name is different. Corporations must have names that comply with State Law. The offeror's signature must conform to the following:

All signatures must be made by an authorized officer, partner, manager, member, or employee. The signing of this offer or a contract is a representation by the person signing that the person signing is authorized to do so on behalf of the offeror or contractor.

By submitting a proposal under this Solicitation, the Offeror agrees that Montgomery County has within 120 days after the due date in order to accept the proposal.

ACKNOWLEDGMENT OF SOLICITATION AMENDMENTS

The Offeror acknowledges receipt of the following amendment(s) to the solicitation:

Amendment Number	Date

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES

The following provisions are applicable to this solicitation:

ACCEPTANCE TIME

By submitting a proposal under this solicitation, the offeror agrees that Montgomery County has within 120 days after the due date in order to accept the proposal. Montgomery County reserves the right to reject, as unacceptable, any offer that specifies less than 120 days of acceptance time. Upon mutual agreement between the County and the offeror, the acceptance time for the offeror's proposal may be extended.

ACKNOWLEDGMENT

The offeror is to include the signed acknowledgment (Page 4) indicating agreement with all the terms and conditions of the solicitation.

CONTRACT DOCUMENTS

The following documents will be incorporated into the contract resulting from this solicitation:

1. General Conditions of Contract Between County & Contractor.
2. Minority Business Program & Offeror's Representation.
3. Minority-Owned Business Addendum to the General Conditions of Contract Between County & Contractor.
4. Minority, Female, Disabled Person Subcontractor Performance Plan.
5. Offeror's Certification of Cost & Price (for contracts above \$100,000)
6. Wage Requirements for Services Addendum and Wage Requirements Certification
7. All representations and certifications listed in this document.

DETERMINATION OF RESPONSIBILITY

The Offeror has the burden of demonstrating affirmatively its responsibility in connection with this solicitation. A debarred potential offeror must automatically be considered non-responsible in connection with this solicitation. The County reserves the right to consider an offeror non-responsible who has previously failed to perform properly or to complete, in a timely manner, contracts of a similar nature, or if investigation shows the offeror unable to perform the requirements of the contract.

An offeror may be requested at any time by the Director, Department of General Services or the Using Department to provide additional information, references and other documentation and information that relate to the determination of responsibility. Failure of an offeror to furnish requested information may constitute grounds for a finding of non-responsibility of the prospective offeror.

The Director may deny the award, renewal, or assignment of a contract to or for any offeror who is in default of payment of any money due the County.

The factors, which may be considered in connection with a determination of responsibility, include:

1. The ability, capacity, organization, facilities, and skill of the offeror to perform the contract or provide the goods or services required;
2. The ability of the offeror to perform the contract or provide the services within the time specified without delay, interruption or interference;
3. The integrity, reputation, and experience of the offeror, and its key personnel;
4. The quality of performance of previous contracts or services for the County or other entities. Past unsatisfactory performance, for any reason, is sufficient to justify a finding of non-responsibility;
5. The previous and existing compliance by the offeror with laws and ordinances relating to the contract or services;

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES (continued)

6. The sufficiency of financial resources of the offeror to perform the contract or provide the services;
7. The certification of an appropriate accounting system, if required by the contract type;
8. A bid bond and the offeror's evidence of ability to furnish a performance bond may be considered evidence of responsibility; and
9. Past debarment by the County or other entity.

JOINT PROCUREMENT

The following entities within Montgomery County must be able to purchase directly from any contract resulting from this Solicitation:

Maryland-National Capital Park & Planning Commission (M-NCPPC)
 Montgomery College (MC)
 Montgomery County Public Schools (MCPS)
 Montgomery County Revenue Authority
 Montgomery County Housing Opportunities Commission (HOC)
 Washington Suburban Sanitary Commission (WSSC)
 Municipalities & Special Tax Districts in Montgomery County

While this solicitation is prepared on behalf of Montgomery County, it is intended to apply for the benefit of the above-named entities as though they were expressly named throughout the document. Each of these entities may purchase from the successful offeror under the same prices and services of the contract with Montgomery County, in accordance with each entity's respective laws and regulations, or an entity may choose not to procure from the successful offeror at the entity's sole discretion. If one of the above-named entities elects to purchase under the contract, the price shall be determined by using unit costs and other pertinent costs that are provided in the offer. Montgomery County shall not be held liable for any costs, payments, or damages incurred by the above jurisdictions.

LATE PROPOSALS

Responses to this Solicitation received after the date and time specified in a solicitation are considered late and may not, under any circumstances, be considered for any award resulting from the solicitation.

MINORITY, FEMALE, DISABLED PERSON PROGRAM COMPLIANCE

Under County law, this solicitation is subject to the Montgomery County Code and the Montgomery County Procurement Regulations regarding participation in the Minority-Female-Disabled Person (MFD) procurement program. Further information regarding the County's MFD program is contained within this solicitation (see the attachment entitled "Minority-Owned Business Addendum to the General Conditions of Contract Between County and Contractor" and its companion document entitled "Minority, Female, Disabled Person Subcontractor Performance Plan").

MONTGOMERY COUNTY CODE AND PROCUREMENT REGULATIONS

The Montgomery County Code and the Montgomery County Procurement Regulations are applicable to this solicitation and any contract awarded pursuant to this solicitation.

OPTIONAL PRE-SUBMISSION CONFERENCE

If a Pre-Submission Conference is held, it is optional, though highly recommended that prospective offerors attend this pre-submission conference. For information regarding the date, time, and place of the conference, please see page 1 of this solicitation.

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES (continued)

PAYMENT TERMS

The County's Standard Payment Terms are Net Thirty (30) Days. This does not preclude an offeror from offering a prompt payment discount for payment of proper invoices in less than thirty (30) days. An optional prompt payment term is not required, but may be offered conditioned on the following basis: Only a prompt payment discount conditioned on a thirty-day or greater payment basis will be utilized to recalculate prices for purposes of the Method of Award/Evaluation process for price only. Prompt payment discounts may be offered on a shorter payment basis and adopted by the County at time of award, but will not be considered during the Method of Award/Evaluation process.

PROPOSALS

Sealed proposals are due in the Office of Procurement, 255 Rockville Pike, Suite 180, Rockville MD 20850-4166, for the purchase of supplies, material, equipment and/or services in accordance with the instructions, terms, conditions and specifications and/or scope of services set forth in this solicitation. Proposals must be returned in a sealed envelope, and clearly marked with the RFP number, due date, and time. Proposals received after the time specified will be returned unopened to the offeror. The County will not be responsible for proposals received after the due date, due to premature or late deliveries, postal/courier delays, or opening of a proposal if it is improperly addressed or identified.

PROPOSAL WITHDRAWAL/MODIFICATION

Proposals may be withdrawn or may be modified by the offeror upon receipt of a written request received before the time specified for due date and due time. Requests to withdraw or modify an offeror's proposal received after the solicitation due date and time will not be considered.

PROPRIETARY & CONFIDENTIAL INFORMATION

This is to notify prospective offerors that the County has unlimited data rights regarding proposals submitted in response to its solicitations. Unlimited data rights mean that Montgomery County has the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, or perform publicly and display publicly any information submitted by offerors in response to this or any solicitation issued by the County. However, information that is deemed to be confidential commercial or financial information as defined by the Maryland Information Act, State Government Article 10-617, will be exempted from disclosure if the submitter can show that release of such information would cause substantial competitive harm to the submitter's competitive position. It is the responsibility of the offeror to clearly identify each part of his/her offer that is confidential commercial or financial information by stamping the bottom right-hand corner of each pertinent page with one inch bold face letters stating the words "confidential" or "proprietary." The offeror agrees that any portion of the proposal that is not stamped as proprietary or confidential will be deemed not to be proprietary or confidential.

PROTESTS

All protests made pursuant to this solicitation must be in writing and delivered to the Director, Department of General Services: (a) within ten (10) days after the Director, Department of General Services, publicly posts the proposed award, if the offeror seeks as a remedy the award of the contract or costs under 11B-36(h) of the Montgomery County Code, or (b) before the submission date for proposals, if the offeror seeks as a remedy the cancellation or amendment of the solicitation. Each protest must contain a protest filing fee in the amount of \$500 (US currency); if the fee is paid by check, then the check must be made out to Montgomery County Government. The Director, Department of General Services, may return the filing fee to the protesting offeror, if the protest is sustained. The Director, Department of General Services, must dismiss any protest not timely received.

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES (continued)

Only an offeror who is “aggrieved” may file a protest. Aggrieved means that the offeror who is filing the protest may be eligible for an award of the contract if the protest is sustained (e.g., a fourth ranked offeror is not aggrieved unless the grounds for a protest, if sustained, would disqualify the top three ranked offerors or would require that the solicitation be reissued).

Each protest must contain the following: identification of the solicitation; the name, address and telephone number of the protesting offeror; a statement supporting that the offeror is aggrieved; and specification of all grounds for the protest, including submission of detailed facts and all relevant documents, citation to relevant language in the solicitation, regulations, or law relied upon; and, all other matters which the offeror contends supports the protest. The burden of production of all relevant evidence, data and documents, and the burden of persuasion, to support the protest is on the offeror making the protest.

PUBLIC POSTING

It is the responsibility of the offerors to keep informed of the current status of any proposed awardee for contracts in which they are interested as per Section 3.2.2 of the Procurement Regulations.

Of particular importance is the fact that the notice of a decision to make an award will be accomplished by a public posting of the proposed awardee.

Information regarding the proposed awardee(s) under this solicitation or any solicitation issued by the Montgomery County Office of Procurement will be posted on Montgomery County’s website at: www.montgomerycountymd.gov/content/DGS/pro/public_awards.asp.

QUALIFICATION OF OFFERORS

Offerors may be required to furnish satisfactory evidence that they are qualified and regularly engaged in performing the services for which they are submitting a proposal and maintain a regularly established place of business. An authorized representative of the County may visit any prospective contractor's plant, place of business or place where the services are performed to determine ability, capacity, reliability, financial stability and other factors necessary to perform the contract. If so requested, an offeror may be required to submit information about its reputation, past performance, business and financial capability and other factors that demonstrate that the offeror is capable of satisfying the County’s needs and requirements for a specific contract.

QUESTIONS

All technical and nontechnical questions pertaining to this solicitation should be directed to the individuals whose names are indicated on Page 1.

SERVICES CONTRACT (County Code 11B-33A)

Under County law, a solicitation for a contractor to provide services is subject to the Montgomery County Code regarding compliance with certain wage requirements payable to the Contractor’s employees. Additional information regarding the County’s wage requirements is contained within this solicitation (see the provision entitled “Wage Requirements for Services Contracts Addendum to The General Conditions of Contract between County and Contractor” and its companion document entitled “Wage Requirements Certification”). If Contractor fails to submit and complete the required material information on the Wage Requirements Certification form, its proposal may be deemed unacceptable under County law and may be rejected.

SOLICITATION AMENDMENTS

In the event that an amendment to this solicitation is issued, all solicitation terms and conditions will remain in effect unless they are specifically changed by the amendment. Offerors are responsible for checking the website at http://www.montgomerycountymd.gov/content/DGS/PRO/public_solicitations.asp periodically to

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES (continued)

remain informed of any solicitation amendments. Offerors must acknowledge receipt of such solicitation amendments, to the place designated, and prior to the hour and date specified in the solicitation (or as amended) for receipt of offers. Offerors may acknowledge solicitation amendments by one of the following:

1. By returning one signed copy of the amendment either with the Offeror's response to the solicitation or by sending a signed copy of the amendment separately to the Office of Procurement.
2. By acknowledging receipt of the amendment on the Acknowledgment (see page 4) submitted.
3. By stating that the amendment is acknowledged in a signed letter that refers to the solicitation and amendment numbers.

SOLICITATION PREPARATION EXPENSES

All costs incurred in the preparation and submission of solicitations will be borne by the offeror and shall not be incurred in anticipation of receiving reimbursement from the County.

VERBAL EXPLANATIONS

Verbal explanations or instructions given by a Montgomery County employee to an offeror in regard to this solicitation will not be binding on the County. Any information given to an offeror in response to a request will be furnished to all offerors as an amendment to this solicitation, if such information is deemed necessary for the preparation of solicitations, or if the lack of such information would be detrimental to the uninformed offerors. Such amendments only, when issued by the Director, Department of General Services, will be considered as being binding on the County.

END SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES

SECTION B - GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR**1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION**

The contractor certifies that all information the contractor has provided or will provide to the County is true and correct and can be relied upon by the County in awarding, modifying, making payments, or taking any other action with respect to this contract including resolving claims and disputes. Any false or misleading information is a ground for the County to terminate this contract for cause and to pursue any other appropriate remedy. The contractor certifies that the contractor's accounting system conforms with generally accepted accounting principles, is sufficient to comply with the contract's budgetary and financial obligations, and is sufficient to produce reliable financial information.

The County may examine the contractor's and any first-tier subcontractor's records to determine and verify compliance with the contract and to resolve or decide any claim or dispute arising under this contract. The contractor and any first-tier subcontractor must grant the County access to these records at all reasonable times during the contract term and for 3 years after final payment. If the contract is supported to any extent with federal or state funds, the appropriate federal or state authorities may also examine these records. The contractor must include the preceding language of this paragraph in all first-tier subcontracts.

2. AMERICANS WITH DISABILITIES ACT

The contractor agrees to comply with the nondiscrimination requirements of Titles II and III, and other provisions, of the Americans with Disabilities Act of 1990, Pub. Law 101-336, and ADA Amendments Act of 2008, Pub. Law 110-325, as amended, currently found at 42 U.S.C., § 12101, et seq.

3. APPLICABLE LAWS

This contract must be construed in accordance with the laws and regulations of Maryland and Montgomery County. The Montgomery County Procurement Regulations are incorporated by reference into, and made a part of, this contract. In the case of any inconsistency between this contract and the Procurement Regulations, the Procurement Regulations govern. The contractor must, without additional cost to the County, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. For purposes of litigation involving this contract, except for contract Disputes discussed in paragraph 8 below, exclusive venue and jurisdiction must be in the Circuit Court for Montgomery County, Maryland or in the District Court of Maryland for Montgomery County.

The prevailing wage law (County Code §11B-33C) applies to construction contracts. Specifically, under County law, a County financed construction contract is subject to the Montgomery County Code regarding compliance with the prevailing wage paid to construction workers, as established for the County by the Maryland State Commissioner of Labor and Industry. Additional information regarding the County's prevailing wage requirements is contained within this solicitation/contract (see the provision entitled "Prevailing Wage Requirements for Construction Contract Addendum to the General Conditions of Contract between County and Contractor").

Furthermore, certain non-profit and governmental entities may purchase supplies and services, similar in scope of work and compensation amounts provided for in a County contract, using their own contract and procurement laws and regulations, pursuant to the Maryland State Finance and Procurement Article, Section 13-101, et seq.

Contractor and all of its subcontractors must comply with the provisions of County Code §11B-35A and must not retaliate against a covered employee who discloses an illegal or improper action described in §11B-35A. Furthermore, an aggrieved covered employee under §11B-35A is a third-party beneficiary under this Contract, who may by civil action recover compensatory damages including interest and reasonable attorney's fees, against the contractor or one of its subcontractors for retaliation in violation of that Section. (Effective June 28, 2010).

Contractor and all of its subcontractors must provide the same benefits to an employee with a domestic partner as provided to an employee with a spouse, in accordance with County Code §11B-33D. An aggrieved employee, is a third-party beneficiary who may, by civil action, recover the cash equivalent of any benefit denied in violation of §11B-33D or other compensable damages. (Effective January 1, 2011).

4. ASSIGNMENTS AND SUBCONTRACTS

The contractor may not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the Director, Department of General Services. Unless performance is separately and expressly waived in writing by the Director, Department of General Services, an assignment does not release the contractor from responsibility for performance of this contract. Unless otherwise provided in the contract, the contractor may not contract with any other party for furnishing any of the materials or services herein contracted for without the written approval of the Director, Department of General Services. Any subcontract for any work hereunder must comport with the terms of this Contract and County law, and must include any other terms and conditions that the County deems necessary to protect its interests.

5. CHANGES

The Director, Department of General Services, may unilaterally change the work, materials and services to be performed. The change must be in writing and within the general scope of the contract. The contract will be modified to reflect any time or money adjustment the contractor is entitled to receive. Contractor must bring to the Contract Administrator, in writing, any claim about an adjustment in time or money resulting from a change, within 30 days from the date the Director, Department of General Services, issued the change in work, or the claim is waived. Any failure to agree upon a time or money adjustment must be resolved under the "Disputes" clause of this contract. The contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this section.

6. CONTRACT ADMINISTRATION

A. The contract administrator, subject to paragraph B below, is the Department representative designated by the Director, Department of General Services, in writing and is authorized to:

- (1) serve as liaison between the County and the contractor;
- (2) give direction to the contractor to ensure satisfactory and complete performance;
- (3) monitor and inspect the contractor's performance to ensure acceptable timeliness and quality;
- (4) serve as records custodian for this contract, including wage and prevailing wage requirements;
- (5) accept or reject the contractor's performance;
- (6) furnish timely written notice of the contractor's performance failures to the Director, Department of General Services, and to the County Attorney, as appropriate;
- (7) prepare required reports;
- (8) approve or reject invoices for payment;
- (9) recommend contract modifications or terminations to the Director, Department of General Services;
- (10) issue notices to proceed; and

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(11) monitor and verify compliance with any MFD Performance Plan.

- B. The contract administrator is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, interpret ambiguities in contract language, or waive the County's contractual rights.

7. COST & PRICING DATA

Chapter 11B of the County Code and the Montgomery County Procurement Regulations require that cost & pricing data be obtained from proposed awardes/contractors in certain situations. The contractor guarantees that any cost & pricing data provided to the County will be accurate and complete. The contractor grants the Director, Department of General Services, access to all books, records, documents, and other supporting data in order to permit adequate evaluation of the contractor's proposed price(s). The contractor also agrees that the price to the County, including profit or fee, may, at the option of the County, be reduced to the extent that the price was based on inaccurate, incomplete, or noncurrent data supplied by the contractor.

8. DISPUTES

Any dispute arising under this contract that is not disposed of by agreement must be decided under the Montgomery County Code and the Montgomery County Procurement Regulations. Pending final resolution of a dispute, the Contractor must proceed diligently with contract performance. Subject to subsequent revocation or alteration by the Director, Department of General Services, the head of the County department, office or agency ("Department Head") of the contract administrator is the designee of the Director, Department of General Services, for the purpose of dispute resolution. The Department Head or his/her designee must forward to the Director, Department of General Services, a copy of any written resolution of a dispute. The Department Head may delegate this responsibility to another person (other than the contract administrator). A contractor must notify the contract administrator of a claim in writing, and must attempt to resolve a claim with the contract administrator prior to filing a dispute with the Director, Department of General Services or designee. The contractor waives any dispute or claim not made in writing and received by the Director, Department of General Services, within 30 days of the event giving rise to the dispute or claim, whether or not the contract administrator has responded to a written notice of claim or resolved the claim. The Director, Department of General Services, must dismiss a dispute that is not timely filed. A dispute must be in writing, for specific relief, and any requested relief must be fully supported by affidavit of all relevant calculations, including cost and pricing information, records, and other information. At the County's option, the contractor agrees to be made a party to any related dispute involving another contractor.

9. DOCUMENTS, MATERIALS AND DATA

All documents materials or data developed as a result of this contract are the County's property. The County has the right to use and reproduce any documents, materials, and data, including confidential information, used in the performance of, or developed as a result of, this contract. The County may use this information for its own purposes, including reporting to state and federal agencies. The contractor warrants that it has title to or right of use of all documents, materials or data used or developed in connection with this contract. The contractor must keep confidential all documents, materials, and data prepared or developed by the contractor or supplied by the County.

10. DURATION OF OBLIGATION

The contractor agrees that all of contractor's obligations and warranties, including all requirements imposed by the Minority Owned Business Addendum to these General Conditions, if any, which directly or indirectly are intended by their nature or by implication to survive contractor performance, do survive the completion of performance, termination for default, termination for convenience, or termination by mutual consent of the contract.

11. ENTIRE AGREEMENT

There are no promises, terms, conditions, or obligations other than those contained in this contract. This contract supersedes all communications, representations, or agreements, either verbal or written, between the parties hereto, with the exception of express warranties given to induce the County to enter into the contract.

12. ETHICS REQUIREMENTS/POLITICAL CONTRIBUTIONS

The contractor must comply with the ethics provisions contained in Chapters 11B and 19A, Montgomery County Code, which include the following:

- (a) a prohibition against making or offering to make certain gifts. Section 11B-51(a).
- (b) a prohibition against kickbacks. Section 11B-51(b).
- (c) a prohibition against a person engaged in a procurement from employing or offering to employ a public employee. Section 11B-52(a).
- (d) a prohibition against a contractor that is providing a recommendation to the County from assisting another party or seeking to obtain an economic benefit beyond payment under the contract. Section 11B-52(b)
- (e) a restriction on the use of confidential information obtained in performing a contract. Section 11B-52(c).
- (f) a prohibition against contingent fees. Section 11B-53.

Furthermore, the contractor specifically agrees to comply with Sections 11B-51, 11B-52, 11B-53, 19A-12, and/or 19A-13 of the Montgomery County Code.

In addition, the contractor must comply with the political contribution reporting requirements currently codified under Title 14 of the Election Law, Annotated Code of Maryland.

13. GUARANTEE

- A. Contractor guarantees for one year from acceptance, or for a longer period that is otherwise expressly stated in the County's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for a minimum period of one year from acceptance, or for a longer period stated in the County's written solicitation. The contractor must correct any and all defects in material and/or workmanship that may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year after acceptance, by repairing, (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction.
- B. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request.
- C. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods, services, or construction.
- D. The contractor guarantees that all work shall be accomplished in a workmanlike manner, and the contractor must observe and comply with all Federal, State, County and local laws, ordinances and regulations in providing the goods, and performing the services or construction.

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- E. Goods and materials provided under this contract must be of first quality, latest model and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested by the County in the Specifications.

14. HAZARDOUS AND TOXIC SUBSTANCES

Manufacturers and distributors are required by federal "Hazard Communication" provisions (29 CFR 1910.1200), and the Maryland "Access to Information About Hazardous and Toxic Substances" Law, to label each hazardous material or chemical container, and to provide Material Safety Data Sheets to the purchaser. The contractor must comply with these laws and must provide the County with copies of all relevant documents, including Material Safety Data Sheets, prior to performance of work or contemporaneous with delivery of goods.

15. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) COMPLIANCE

In addition to the provisions stated above in Section 3, "Applicable Laws," contractor must comply with all requirements in the federal Health Insurance Portability and Accountability Act (HIPAA), to the extent that HIPAA is applicable to this contract. Furthermore, contractor must enter into the County's standard Business Associate Agreement or Qualified Service Organization Agreement when contractor or the County, as part of this contract, may use or disclose to one another, to the individual whose health information is at issue, or to a third-party, any protected health information that is obtained from, provided to, made available to, or created by, or for, the contractor or the County.

16. IMMIGRATION REFORM AND CONTROL ACT

The contractor warrants that both the contractor and its subcontractors do not, and shall not, hire, recruit or refer for a fee, for employment under this contract or any subcontract, an alien while knowing the alien is an unauthorized alien, or any individual without complying with the requirements of the federal Immigration and Nationality laws, including any verification and record keeping requirements. The contractor further assures the County that, in accordance with those laws, it does not, and will not, discriminate against an individual with respect to hiring, recruitment, or referral for a fee, of an individual for employment or the discharge of an individual from employment, because of the individual's national origin or, in the case of a citizen or prospective citizen, because of the individual's citizenship status.

17. INCONSISTENT PROVISIONS

Notwithstanding any provisions to the contrary in any contract terms or conditions supplied by the contractor, this General Conditions of Contract document supersedes the contractor's terms and conditions, in the event of any inconsistency.

18. INDEMNIFICATION

The contractor is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) that may be done or suffered by reason of the contractor's negligence or failure to perform any contractual obligations. The contractor must indemnify and save the County harmless from any loss, cost, damage and other expenses, including attorney's fees and litigation expenses, suffered or incurred due to the contractor's negligence or failure to perform any of its contractual obligations. If requested by the County, the contractor must defend the County in any action or suit brought against the County arising out of the contractor's negligence, errors, acts or omissions under this contract. The negligence of any agent, subcontractor or employee of the contractor is deemed to be the negligence of the contractor. For the purposes of this paragraph, County includes its boards, agencies, agents, officials and employees.

19. INDEPENDENT CONTRACTOR

The contractor is an independent contractor. The contractor and the contractor's employees or agents are not agents of the County.

20. INSPECTIONS

The County has the right to monitor, inspect and evaluate or test all supplies, goods, services, or construction called for by the contract at all reasonable places (including the contractor's place of business) and times (including the period of preparation or manufacture).

21. INSURANCE

Prior to contract execution by the County, the proposed awardee/contractor must obtain at its own cost and expense the insurance specified in the applicable table (See Tables A and B) or attachment to these General Conditions, with one or more insurance company(s) licensed or qualified to do business in the State of Maryland and acceptable to the County's Division of Risk Management. Contractor must keep this insurance in full force and effect during the term of this contract, including all extensions. Unless expressly provided otherwise, Table A is applicable to this contract. The insurance must be evidenced by one or more Certificate(s) of Insurance and, if requested by the County, the proposed awardee/contractor must provide a copy of any and all insurance policies to the County. At a minimum, the proposed awardee/contractor must submit to the Director, Department of General Services, one or more Certificate(s) of Insurance prior to award of this contract, and prior to any contract modification extending the term of the contract, as evidence of compliance with this provision. The contractor's insurance must be primary. Montgomery County, MD, including its officials, employees, agents, boards, and agencies, must be named as an additional insured on all liability policies. Thirty days written notice to the County of cancellation or material change in any of the policies is required, unless a longer period is required by applicable law. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. The Director, Department of General Services, may waive the requirements of this section, in whole or in part.

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TABLE A. - INSURANCE REQUIREMENTS
 (See Paragraph #21 Under the General Conditions of Contract
 Between County and Contractor)

CONTRACT DOLLAR VALUES (IN \$1,000's)

	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>Over 1,000</u>
Workers Compensation (for contractors with employees)				
Bodily Injury by Accident (each)	100	100	100	See
Disease (policy limits)	500	500	500	Attachment
Disease (each employee)	100	100	100	
Commercial General Liability minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors	300	500	1,000	See Attachment
Minimum Automobile Liability (including owned, hired and non- owned automobiles)				
Bodily Injury each person	100	250	500	See
each occurrence	300	500	1,000	Attachment
Property Damage each occurrence	300	300	300	
Professional Liability* for errors, omissions and negligent acts, per claim and aggregate, with one year discovery period and maximum deductible of \$25,000	250	500	1,000	See Attachment

Certificate Holder
 Montgomery County Maryland (Contract #)
 Office of Procurement
 Rockville Center
 255 Rockville Pike, Suite 180
 Rockville, Maryland 20850-4166

*Professional services contracts only

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TABLE B. - INSURANCE REQUIREMENTS
(See Paragraph #21 Under the General Conditions of Contract
Between County and Contractor)

	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>Over 1,000</u>
Commercial General Liability minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, independent contractors, and product liability	300	500	1,000	See Attachment

Certificate Holder

Montgomery County Maryland (Contract #)
Office of Procurement
Rockville Center
255 Rockville Pike, Suite 180
Rockville, Maryland 20850-4166

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22. INTELLECTUAL PROPERTY APPROVAL AND INDEMNIFICATION - INFRINGEMENT

If contractor will be preparing, displaying, publicly performing, reproducing, or otherwise using, in any manner or form, any information, document, or material that is subject to a copyright, trademark, patent, or other property or privacy right, then contractor must: obtain all necessary licenses, authorizations, and approvals related to its use; include the County in any approval, authorization, or license related to its use; and indemnify and hold harmless the County related to contractor's alleged infringing or otherwise improper or unauthorized use. Accordingly, the contractor must protect, indemnify, and hold harmless the County from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions, and attorneys' fees and the costs of the defense of the County, in any suit, including appeals, based upon or arising out of any allegation of infringement, violation, unauthorized use, or conversion of any patent, copyright, trademark or trade name, license, proprietary right, or other related property or privacy interest in connection with, or as a result of, this contract or the performance by the contractor of any of its activities or obligations under this contract.

23. NON-CONVICTION OF BRIBERY

The contractor hereby declares and affirms that, to its best knowledge, none of its officers, directors, or partners or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under any federal, state, or local law.

24. NON-DISCRIMINATION IN EMPLOYMENT

The contractor agrees to comply with the non-discrimination in employment policies and/ or provisions prohibiting unlawful employment practices in County contracts as required by Section 11B-33 and Section 27-19 of the Montgomery County Code, as well as all other applicable state and federal laws and regulations regarding employment discrimination.

The contractor assures the County that, in accordance with applicable law, it does not, and agrees that it will not, discriminate in any manner on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, disability, or sexual orientation.

The contractor must bind its subcontractors to the provisions of this section.

25. PAYMENTS

No payment by the County may be made, or is due, under this contract, unless funds for the payment have been appropriated and encumbered by the County. Under no circumstances will the County pay the contractor for legal fees. The contractor must not proceed to perform any work (provide goods, services, or construction) prior to receiving written confirmation that the County has appropriated and encumbered funds for that work. If the contractor fails to obtain this verification from the Office of Procurement prior to performing work, the County has no obligation to pay the contractor for the work.

If this contract provides for an additional contract term for contractor performance beyond its initial term, continuation of contractor's performance under this contract beyond the initial term is contingent upon, and subject to, the appropriation of funds and encumbrance of those appropriated funds for payments under this contract. If funds are not appropriated and encumbered to support continued contractor performance in a subsequent fiscal period, contractor's performance must end without further notice from, or cost to, the County. The contractor acknowledges that the County Executive has no obligation to recommend, and the County Council has no obligation to appropriate, funds for this contract in subsequent fiscal years. Furthermore, the County has no obligation to encumber funds to this contract in subsequent fiscal years, even if appropriated funds may be available. Accordingly, for each subsequent contract term, the contractor must not undertake any performance under this contract until the contractor receives a purchase order or contract amendment from the County that authorizes the contractor to perform work for the next contract term.

26. PERSONAL PROPERTY

All furniture, office equipment, equipment, vehicles, and other similar types of personal property specified in the contract, and purchased with funds provided under the contract, become the property of the County upon the end of the contract term, or upon termination or expiration of this contract, unless expressly stated otherwise.

27. TERMINATION FOR DEFAULT

The Director, Department of General Services, may terminate the contract in whole or in part, and from time to time, whenever the Director, Department of General Services, determines that the contractor is:

- (a) defaulting in performance or is not complying with any provision of this contract;
- (b) failing to make satisfactory progress in the prosecution of the contract; or
- (c) endangering the performance of this contract.

The Director, Department of General Services, will provide the contractor with a written notice to cure the default. The termination for default is effective on the date specified in the County's written notice. However, if the County determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the County may terminate the contract immediately upon issuing oral or written notice to the contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the contractor must compensate the County for additional costs that foreseeably would be incurred by the County, whether the costs are actually incurred or not, to obtain substitute performance. A termination for default is a termination for convenience if the termination for default is later found to be without justification.

28. TERMINATION FOR CONVENIENCE

This contract may be terminated by the County, in whole or in part, upon written notice to the contractor, when the County determines this to be in its best interest. The termination for convenience is effective on the date specified in the County's written notice. Termination for convenience may entitle the contractor to payment for reasonable costs allocable to the contract for work or costs incurred by the contractor up to the date of termination. The contractor must not be paid compensation as a result of a termination for convenience that exceeds the amount encumbered to pay for work to be performed under the contract.

29. TIME

Time is of the essence.

30. WORK UNDER THE CONTRACT

Work may not commence under this contract until all conditions for commencement are met, including execution of the contract by both parties, compliance with insurance requirements, encumbrance of funds, and issuance of any required notice to proceed.

31. WORKPLACE SAFETY

The contractor must ensure adequate health and safety training and/or certification, and must comply with applicable federal, state and local Occupational Safety and Health laws and regulations.

THIS FORM MUST NOT BE MODIFIED WITHOUT THE PRIOR APPROVAL OF THE OFFICE OF THE COUNTY ATTORNEY.

PMMD-45. REVISED 04/01/10

SECTION C - SCOPE OF SERVICES

1. Intent

The purpose of this Request For Proposals (RFP) is to obtain proposals from qualified Offerors for the processing and collecting of parking citations that is responsive to the needs of our residents, is fiscally sound and responsible, and mirrors the best practices in the industry.

It is the intent of the County to have various functions and activities associated with the collection of parking citation fines integrated into a unified, highly functional, customer service-oriented, turnkey parking citation database management and collection service (System) that will operate in a production environment. Further, it is the intent of the County to seek qualified Offerors, who can demonstrate, with proven expertise, the ability to perform the functions and activities associated with the System. The System proposed must fully support numerous functions and activities, which are set forth in this RFP and generally, include, but are not limited to:

- Parking citation posting
- Court hearing scheduling and disposition posting
- Collection services
- Public inquiry response and processing – Call Center
- Self release booting management
- Accounting/financial processing and record-keeping requirements
- Maintenance of audit trails
- Security controls on all activities and transactions
- Management reporting

The proposed System must also be able to fully support improvements and expansions in the cited areas and must have a high degree of flexibility to accommodate major system modifications and enhancements.

A comprehensive and complete system must provide and maintain high levels of data accuracy and integrity. In addition, the System must maintain high levels of system and operational efficiency and effectiveness. Offerors should highlight the customer service capabilities of their proposed System.

2. Background

A. Overview of Current Parking Violation System

IMPORTANT – All figures cited in the Background Section are estimates only, and are provided solely for background information. The County does not guarantee the accuracy of these figures, and the Offeror should not rely upon these figures as a projection of future violations.

The Parking Operations Section, Division of Parking Management, Department of Transportation, is responsible for management of the current Parking Violation System. In FY12, the year ending June 30, 2012, 184,071 individual citations were posted to the system and \$10,162,376.00 in fines were collected, deposited and tracked under 16 separate revenue codes. Payments were received in person at two separate locations, through a mail-in Lockbox, through the internet and an Interactive Voice Response (IVR) telephone system. An IVR based customer call center received 61,367 telephone calls and 29,585 of those calls transferred out of the automated system to a customer service representative. 10,274 written appeals or inquiries were received and responded to. All these collection systems are staffed and operated by our current contractor.

Parking Operations Section has primary responsibility for parking enforcement within designated business and residential areas. Police officers, fire marshals and various other municipally authorized personnel issue parking citations throughout the County. Parking Enforcement Officers, under the Parking Operations Section, issue approximately 90 percent of all the parking citations. As previously noted, approximately 184,071 citations are issued annually. Of that total, approximately 53,008 citations are issued to out-of-state vehicles. The current Contractor mails approximately 104,555 delinquent parking notices annually and an equal number of flagging notices. The current overall collection rate is approximately 88.5 percent.

The current citation parking system is a large volume, highly complex computer-based operation involving an extensive data processing program with numerous manual and automated subsystems, elements and functions. The operation involves numerous interfaces and coordination among and between internal and external entities. The processing, adjudication, collection and final disposition of parking violations is inherently complex. The data environment is also complex and involves numerous events for each record.

B. Enforcement/Collection

The County utilizes a number of enforcement/collection remedies to encourage compliance with its parking rules and regulations. It should be noted that the success of these enforcement/collection remedies are to a very large extent dependent upon the ability to obtain and be able to effectively process accurate and timely registrant data from the Maryland Motor Vehicle Authority (MVA) and other states.

1) The Parking Ticket

There are two types of parking tickets. One is computer generated through the use of Electronic Hand Held units. These tickets are uploaded on a daily basis and represent approximately 90 percent of the total issued. The remaining citations are a check off type hand written ticket. These are manually entered and uploaded in an overnight batch process. The parking citation and payment envelope are affixed to the cited vehicle. The parking ticket reflects the specific violation and the corresponding fine (fines amounts range from \$45.00 to \$250.00). Parking ticket data, information and transactions are updated and maintained in a citation database. Accurate and timely processing of parking tickets, related transactions and all miscellaneous activities are critical and an essential element of the System.

2) Delinquency Notices

A variety of standard notices are mailed to both Maryland and out-of state violators. Specific criteria are developed for each notice. The first delinquency notice reflects the original fine amount and a late penalty of \$25.00 that is assessed due to non-payment of the fine amount within fifteen (15) days. A second delinquency notice adds an additional late penalty of \$25.00 if all outstanding fines and penalties are not paid with 45 days of the issuance of the citation. All information relating to these notices is recorded and reflected in the citation database. A system of collection notices must be a major component of any collections system. As a result, the selected Offeror must have the capability to timely obtain accurate and usable registrant data from the Maryland MVA and other states' motor vehicle bureaus.

3) Flagging – Non-renewal of Driver's Registration

The Contractor sends a notification of unpaid tickets that are more than a directed number of days old to Maryland MVA for non-renewal of the registered owner's registration (flagging). A \$10.00 fee is assessed by Montgomery County and is non-refundable. Accurate and timely communication of parking ticket data to the Maryland MVA is critical to this program's success.

4) Resident/Parking Lot District Permit Program

The County has both a residential and parking lot district (PLD) parking permit program. Residential Parking Permits (RPP) are issued for designated areas with staggered renewal dates. Permit prices are \$40.00 for a two-year resident permit. There are currently 50 different residential permit areas. PLD permits are available for use at long-term meters in garages, lots and on-street. Prices range from \$45.00 to \$150.00 per month based on the specific PLD permit. Also available are a variety of other permits including reduced fee permits for car pools and daily permits. Current permits are paper based with weak anti-duplication controls. There are currently 12 different business district permits. Approximately 5000 individual permits are sold per month.

Permits may be obtained either in person, online or by mail via system generated renewal notices. All applications must be reviewed and classified to substantiate authorization to purchase the appropriate permit. Permits are sold, in person, at Sales Stores located in Silver Spring and Bethesda.

5) Sales Stores

Sales Stores are located in Silver Spring and Bethesda and are each to be staffed with a supervisor and two clerks from 7:30 AM to 4:00 PM, Monday through Friday, with the exception of 10 County holidays. Payment is accepted in cash, check, money order or credit card. Checks are made payable to Montgomery County, Maryland. The sales store also sells CashKeys and accepts ticket payments.

Sales personnel must be articulate and customer friendly. They must be thoroughly familiar with all permit sales requirements, parking ticket adjudication business rules and more general information about County parking facilities.

The provided ticket database system must also accommodate the sales of the above listed parking products and any future similar products. Sales transactions must include strong cash handling and reconciliation procedures to ensure both accountability and auditability.

6) Court Trial Dates

Primary citation adjudication is by Court hearing. The Contractor is responsible for scheduling parking violation hearings in District Court located both in Rockville and Silver Spring. The citation adjudication process involves the scheduling of hearings, the production and distribution of notifications to complainants, notification to citation issuing officers and the assembly and preparation of required records and documentation for adjudication hearings. An adjudication docket is compiled and forwarded to the proper District Court. Adjudication records are maintained and the citation processing system must be updated based on court judgments.

7) Payment Processing Methods

Parking citations are currently paid in person by cash, check, money order or credit card (VISA, Mastercard, Discover and American Express), at the two Sales Stores (Bethesda and Silver Spring), and are to be staffed by the Contractor. The proposal should include the operation of a Lockbox for mailed correspondence and payments, an IVR telephone payment system, customer service call center, and an internet payment system. The internet payment system should be linked to the County website (www.montgomerycountymd.gov) and be seamless to the public.

8) Parking Enforcement

ENFORCEMENT ACTIVITIES ARE NOT INCLUDED IN THIS RFP.

DOT's Division of Parking Management, the Montgomery County Police and a number of other non-Montgomery County jurisdictions provides enforcement officers who are responsible for parking violation issuance and scofflaw towing. The percentage break down of tickets issued by these entities is as follows:

- a) The Division of Parking Management (Enforcement) issued approximately 90 percent of the 165,496 tickets written in FY12 using electronic handheld units).
- b) The Montgomery County Police and officers from other jurisdictions issued approximately 10 percent or 18,575 of all parking tickets. These tickets are handwritten and must be entered manually into the system.
- c) Parking Enforcement officers are prohibited from accepting payments for parking violations.

9) Public Inquiries – Customer Service Call Center

For FY12 which end June 30, 2012, the current Contractor-operated IVR system received 61,367 telephone calls. Approximately 50% of the calls were transferred to a customer service representative. The current Contractor also received approximately 10,274 written appeals or inquiries. The County allows a limited administrative review of citations in accordance with a series of business rules. For FY12 approximately 2% of fines and penalties assigned were administratively dismissed. There are approximately 80 different form letters in use by the current Contractor to respond/notify inquirers of administrative review decisions and adjudication matters. The County will provide the Contractor with sample formats of these letters. The Offeror must demonstrate an ability to respond quickly, accurately and courteously to inquiries within the complex guidelines of the County's limited administrative review.

3. Contractor's Responsibilities

A. Basic Responsibilities

1) Citation Processing System. The Contractor will provide a fully tested, functioning parking management and collection system, hereinafter referred to as the "System." The System shall comprise all hardware, software, database management, communication networks, reports, forms, notices, and support services. In addition, the System shall be compatible with the County's Oracle network infrastructure.

The Contractor shall provide support services to include: data entry, error correction, document storage, registrant data acquisition, noticing, report generation and distribution, audit and control processes, quality

assurance, telephone and correspondence processing, and operational management of those functions. The Contractor shall also provide sufficient staff with the required expertise to support System applications and its ongoing operation, maintenance, and enhancement.

2) Revenue Collection, Processing, Reconciliation and Transfer. The Contractor shall include within the System all aspects of payment processing. Revenue collection and reconciliation for all payment channels – mail-in Lockbox, internet, Sales Stores, Interactive Voice Recognition, and Customer Service Call Center. Payment methods must include cash, check, money order, credit card. The County may add/delete channels and methods as new technology opportunities become available. The Contractor must interface daily with the current County financial management system to include the ERP Platform, presently an Oracle-Based System and adapting to any future County financial management system upgrades or changes.

3) Sales Store Operations - The Contractor shall provide supervision and staffing for the two current existing sales stores in Silver Spring and Bethesda. The sales stores will be operated from 7:30 A.M. to 4:00 P.M., Monday through Friday, with the exception of 10 County holidays. The Sales Stores, through interface with the Citation Processing System, will sell various monthly parking permits, bi-annual residential parking permits, CashKey, citation fine payments and the return of released boots. Personnel will have access to the citation database and be able to respond to customer inquiries regarding the adjudication of citations. Payment is accepted by cash, check, money order or credit card. The Contractor shall establish all required credit card merchant identification codes for credit cards as well as responsibility for all credit card reconciliations, including credit card dispute research, resolution and payment for all associated credit card costs. Credit cards accepted must include: VISA, Mastercard, Discover, and American Express. The Contractor must perform operational audits, reporting and reconciliation functions related to this activity. All transactions and transfer of funds to the County's designated bank account must be completed at the end of each business day. The Contractor's staff must reconcile all transactions and transferred amounts and resolve all discrepancies.

4) PCI Compliance - The Contractor must be fully compliant with current Credit Card Industry (PCI) Data Security Card standards for the processing of all credit card payments under this contract and be certified PCI Level 1.

B. Project Transition Plan

The Contractor shall submit a Project Transition Plan within 30 calendar days following execution of the contract. The plan shall consist of the following:

- 1) Work Breakdown Structure** – A hierarchical chart showing the top-down relationship of all tasks and activities
- 2) Summary Project Control Chart** - A chart showing all tasks, the critical path and all task dependencies
- 3) Milestone Chart** – A list of milestones with completion dates (including County tasks and extent of County involvement)
- 4) Work plan** – An organized list of specific tasks, including responsibility for each task, level of effort in terms of people-hours; and beginning and ending dates (including County tasks and extent of County involvement)
- 5) Legacy Data Conversion Plan** – access, transfer and conversion of current Contractor's data system to chosen Contractor's system to allow for continued processing and aging.

C. System Documentation

1) Functional Requirements Document

The Contractor will submit the functional requirements documents to the County for approval no later than 30 working days following execution of the contract. The documents shall include the following:

- a) A statement of the constraints within which the System shall function; this shall include a chart showing the relationships between Parking Operations, the County financial system (ORACLE), the County IT Network and the Contractor. The relationships shall be clearly defined.
- b) A description of the process by which the system requirements will be satisfied, including:
 - i) An overall system narrative.
 - ii) A system flow chart.
 - iii) A data flow diagram that depicts the interaction of system functions.

- c) An inventory of expected outputs from the system (listings, reports, notifications, displays, images, etc.).
- d) A description of the legacy conversion plan and how the System will interact with the existing system.

2) Design Document

The Contractor shall submit this document no later than 30 working days after acceptance of the System by the County. The document shall include:

- a) An inventory of System inputs.
- b) An inventory of all files specified in the System, including, temporary files.
- c) An inventory of the reports and other outputs to be generated by the System.
- d) Editing criteria.
- e) A description of the control features to be incorporated into the System (e.g. back-up files, check point/restart and off-loading procedure, paper and automated audit trails, etc.).
- f) A description of the overall security measures to be used by the system, both logical and physical
- g) A flowchart which depicts the interaction between the Contractor, County, and the violator.

D. System Planning

The Contractor shall provide the following documents no later than 20 working days after execution of the contract.

- 1) **Implementation Plan:** Describes the major activities required for implementation of the System from installation through ongoing operations.
- 2) **Work Plan:** The Work Plan shall describe each milestone and document to be produced during the course of development, implementation, conversion, testing and training. Include a schedule for training, instructional materials to be provided by the Contractor, user manuals, and a listing of all other equipment needed to implement training.

E. System Testing

The Contractor shall:

- 1) Submit a System Test Plan to the County for approval no later than 20 working days after design document approval by the County.
- 2) Develop a test Matrix including transactions, conditions, and desired results no later than 10 working days after County approval of the System Test Plan.
- 3) Conduct a full System Test involving all functions and interfaces.
- 4) Document and submit results from the final system test to the County for approval.

F. System Implementation Phase

The Contractor shall complete the following tasks from the date of execution of the contract until all tasks have been satisfactorily completed to the County's satisfaction:

- 1) Conduct site surveys and prepare sites as necessary for installation and operation of the System.
- 2) Oversee installation of communication lines.
- 3) Install all hardware and software at the County sites and initialize the System.
- 4) Perform unit and interface tests on the installed hardware and communication lines.
- 5) Develop a test system designed to aid in the training of various personnel throughout the implementation and operations phase of the project. This system shall be separate from, but parallel to, the operational version of the System to facilitate hands-on training without the possibility of inadvertently affecting live data on the actual production database.
- 6) Develop user manuals containing procedures relating to the ongoing operation of the System.
- 7) Train specified County personnel in the use of the system.
- 8) Create and validate databases.
- 9) Effect a transfer of data from the current Contractors system.
- 10) Start up and monitor the entire System, taking immediate corrective action on areas that are not operating in accordance with the requirements contained herein.
- 11) Provide system management reports to the County on a regular basis to aid in monitoring system performance.
- 12) Respond immediately to reports from the County of system failure and take corrective action.

G. Operational Requirements

The Contractor shall:

- 1) Perform data entry of citations on the database.
- 2) Perform data entry of payments and post dispositions to the database.
- 3) Promptly notify all County departments that utilize on-line systems of all downtime, and report cause, expected duration, and remedial measures to be taken by the Contractor. The Contractor shall notify County of anticipated downtime at least one hour in advance of the system being taken down.
- 4) Maintain operational integrity of the System and report all changes which would impact the County's ability to use the System.
- 5) Perform routine updates of tables and lists, file reorganizations, software upgrades, and equipment maintenance.
- 6) Deliver copies of required reports in accordance with agreed upon schedules.
- 7) Provide a user friendly ad hoc report writer in order to allow access to files for analysis and the collection of statistics.
- 8) Demonstrate the above ad hoc report writer to assure that it will meet the requirements of the County.
- 9) Conduct the daily business or citation control in accordance with the agreed upon procedures.
- 10) Maintain strict control of the privacy, integrity, and safety of all data stored or processed under the terms of the contract.
- 11) Provide, upon County request, original or imaged copy of citations within one working day of request.
- 12) Maintain staff with the required expertise to identify and respond immediately to any problems affecting the System.
- 13) Conduct ongoing training of County staff in the operation and maintenance of the System.
- 14) Complete the repair or replacement of all hardware devices that fail to perform as specified. The Contractor shall respond within one working day of a reported equipment or software failure by providing the on-site technical support at the County's premises if the fault lies at a County site.
- 15) Establish a backup connection when a data circuit is inoperable.
- 16) Perform scheduled equipment maintenance at such times and in such a manner so as not to impact the on-line user.
- 17) Maintain back-up files and perform device fall back and recovery procedures.
- 18) Modify or enhance the System in accordance with County requests.
- 19) Support the transfer of data in the event the contract is either terminated or has expired and the County elects to select a new Contractor.
- 20) Deposit payments in the County's bank account within one business day of receipt by the Contractor.
- 21) Assist the County in periodic redesigns of the citation, notices, and other documents.
- 22) Maintain all citations on the master violation file. Archive any open citations more than 3 years old. All citation records including those archived shall remain accessible to on-line inquiry and payment indefinitely.

H. Online Citation and Permitting Payments

- 1) The Contractor will be required to provide the County with a web browser-based application to enable customers to pay citation fines and fees, apply for or renew existing annual and visitor residential permits, to purchase guest residential permits, to purchase monthly garage permits and to allow for payment by credit card. Such access is also to be available through kiosks located at each cashiering facility, if the County implements this option. The Internet system will include application software, support and maintenance.
- 2) Residential parking application and renewal parameters will be established by the County. The Contractor must have a relationship with the MD Motor Vehicle Administration with the capabilities to verify the applicant's qualifications required for approval. Application and renewal shall be accomplished via a workflow component in the Contractor's citation procession system. Requests for new or renewal permits sent via the Internet will populate a work queue in the Contractor's workflow system. Indexing may be accomplished via neighborhood permit number. This work queue shall interface with the Residential Permit Parking System in an automated fashion with minimal manual involvement. The Contractor shall also have in place a financial process to identify receivable revenue and prorate payment to the proper fiscal year.
- 3) The Contractor shall establish all required credit card merchant identification codes for credit cards as well as responsibility for all credit card reconciliation, including dispute research and resolution and payment

for all associated credit card costs. Credit cards accepted must include: VISA, Mastercard, Discover, and American Express.

- 4) The Contractor must perform operational audits, reporting and reconciliation functions related to this activity. The Internet website must be designed and be consistent with the overall look/design of the County's website and be seamless to the user. The Contractor will be required to provide access to the Internet via Montgomery County's portal website (www.montgomerycountymd.gov).
- 5) All Internet transactions and transfer of funds to the County's designated bank account must be completed at the end of each business day and confirmed within 24 hours. The Contractor's staff must reconcile Internet transactions and transferred amounts and resolve all discrepancies.
- 6) The Contractor must be fully compliant at the highest level with the current Credit Card Industry (PCI) Data Security Card standards for the processing of all credit card payments under this contract and be certified PCI Level 1.
- 7) The Contractor will be responsible for all credit card costs and related authorization and banking fees associated with the Internet application.

I. Post-Operational System Enhancements

The Contractor shall:

- 1) Review specifications prepared by the County and within 30 calendar days after receipt of specifications respond with a schedule for:
 - a) development
 - b) implementation
 - c) ongoing operation
- 2) Upon receipt of written authorization from the County, commence work on the changes by a mutually agreed upon date.
- 3) Establish a change control system to track the development and implementation of requested enhancements.
- 4) Assure thorough testing of enhancements to minimize operational problems.
- 5) Assure timely and accurate implementation of requested enhancements.
- 6) Update the appropriate system and user documentation to reflect the enhancements.
- 7) Prepare training materials and conduct user training whenever an enhancement changes user procedures, screens, reports, or equipment.

J. Staffing Requirements

The Contractor must be responsible for providing the required number of staff to meet all service and performance standards. The Contractor must explain how the proposed staffing is sufficient to provide customer service that meets County standards. Staffing based on the approved plan must be maintained throughout the contract period. The County must be advised in advanced of any staffing changes by letter or email to the contract administrator. This plan must be submitted with the Request for Proposals. Below are the mandatory positions required, the Contractor may determine additional positions are necessary in order to fulfill the requirements of the contract;

- 1) A locally-based **Program Manager** responsible for the oversight of all contract services and expectations shall include the ability to communicate with high level County officials for program evaluation and feedback, to oversee all transactions and financial reconciliations in relation to operations, including reconciliation of daily deposits, audit of cashier settlements, scheduling, permit issuance transaction and reconciliation, correspondence processing, reject processing, and financial adjustments, to develop and monitor the telephone answering and correspondence processing systems, direct responses to the customers' complaints and administrative investigations, and maintain document storage in accordance with County guidelines, overall responsibility for service at the Sales Stores located in Bethesda and Silver Spring in the County, oversees the system that processes the high volume of payments received by mail, including the opening and preparation of documents, processing payments in a high speed large volume environment, the preparation of deposits to the County's financial institution, and all payments received via pay-by-phone and pay-by-web, on line Permit System, oversight of system output, including statistical analysis, report monitoring, and verification of compliance with perform standards. One-hundred percent (100%) of this staff member's responsibility must be dedicated to the Scope of Services; the program manager must not work on any other contracts held by the Contractor while the contract with the County is in force.

- 2) **Business Analyst** to manage project schedules by developing project plans and specifications, estimating time requirements, establishing deadlines, monitoring milestone completion, tracking all phases of the project i.e. Sales Stores products and customer service lifecycle, conducting quality control and quality assurance testing (secret shopper) and resolving conflicts. This includes documenting, prioritizing, and tracking requests (changes and program enhancements and coordinating with the County. The Business Analyst must provide approximately 80 hours of project support per month. If the County requires more than 80 hours per month than Contractor may charge a per diem when the contract is negotiated with the County.
- 3) **Accountant/Financial Analyst** to directly manage system processing of payments received online, IVR, mail, or in person; financial reconciliations in relation to operations - to include reconciliation of all daily deposits and financial reports due to the County; audit ashier settlements; all financial adjustments required (this can include a single citation record to end of year reconciliation requirements). Also manage all end of year reporting requirements (citation payment aging, fee aging, aging by revenue source, deferred payments, abandoned property/overpayment; aged account summary) to be run July 1st prior to the start of the business day.
- 4) A **fiscal assistant/production control specialist** is required to assist in the payment processing system, financial compilation, and reporting requirements.
- 5) **Administrative Scheduler** to process adjudication requests, assigns and may respond directly to incoming correspondence. Will follow business rules established by the County.
- 6) **Customer Call Center** – **One supervisor** and **four customer service representatives** to respond to calls relating to the citation management system. Will follow business rules established by the County.

K. **Self-release Booting**

The Contractor must be able to integrate with Paylock LLC for identifying and booting and/or towing scofflaw vehicles. The Contractor must have access to a web-based inquiry support for the program, with real time habitual violator status available on software on the county network. The Contractor must provide scofflaw license plate lists to the handheld ticket writers on a daily basis.

Contractor must integrate with the existing booting system that tracks all program-related field and office processing activity and is integrated with the associated citation database. Additionally, all boot fee and fine payments processed by the Contractor over the phone and by the cashiering staff will be reflected in the database.

L. **Functional Requirements**

The Contractor shall provide a System that shall:

- 1) Accommodate a possible expansion of citation issuance to 300,000 annually. Provide immediate access to information associated with citation processing.
- 2) Provide accounting and audit trails necessary for revenue verification.
- 3) Provide reports on operational performance, statistical, and financial information.
- 4) Monitor disposition of citations.
- 5) Provide immediate access to information associated with permit processing.
- 6) Provide accounting and audit trails necessary for revenue collected in County parking districts, and other municipalities (currently a total of 15 different jurisdictions).

M. **Functional Description of the System**

The System shall integrate the following components and maintain a central database that supports these components.

1) **Parking Citation Issuance and Processing**

The System shall process all manually and electronically produced citations. Electronic citations should be posted to the database in real-time. Manual citations should be posted to the database within 2 work days of receipt from issuing source. The System shall display citation dispositions, payments and other actions in real time. The Contractor shall provide equipment and staff to process mail-in payments, as well as receive, research, and answer telephone and written inquiries from the public.

The System shall enable the selected users to update on-line the citations in the System regarding dispositions, suspensions, hearings, and adjustments. Batch mode update may be used for high volume items, such as initial entry of citations to the system, entry of mail payments, and name and address updates. The System shall also have the capability of updating a payment or disposition prior to posting the original citation.

The Contractor shall provide an interface between the System and the sub-systems that are required to communicate, load, and read information to and from hand-held electronic devices. The Contractor shall ensure the integrity of the data during transmission and shall have processes in place to reconcile the number of citations transmitted.

2) On-Line Inquiry

The System shall enable the User to perform the following on-line inquiries:

- a) Inquiry by License Plate Number - Displays information on all citations written to the vehicle bearing the plate and owner name. Displays towing eligibility, total amounts owed, violator name and address, and past license plates assigned to the owner.
- b) Citation Detail Inquiry - Displays the following citation information: violator name and address, DMV information, fines and penalties, payments, dispositions, and noticing history.
- c) Inquiry by Owner Name - Displays name(s) of the owner, address(es), and license plate number(s).
- d) Summary Inquiry – Summarizes multiple citation information by license plate number, owner name, and citation number.

3) Adjudication

The System shall enable the user to perform the following actions:

- a) Entry of violator's plea, basis for appeal and subsequent hearing request. Suspending further collection action until the hearing is held (or failure to appear).
- b) Schedule, and re-schedule, a hearing request on the hearing calendar.
- c) Update citation on the database with a scheduled hearing date.
- d) Display and print daily adjudication calendars.
- e) Enter hearing disposition and payments on-line, and update the citation record accordingly.
- f) Display and print a copy of the citation.
- g) Reactivate a citation notice due to a violator's failure to appear at adjudication.

4) Dispositions

Dispositions will be entered subsequent to judicial hearings, or as a result of administrative adjudication stemming from correspondence or payment. The System shall accept the following types of dispositions entered by the User:

- a) Guilty
- b) Suspended
- c) Fine Adjustment
- d) Penalty Adjustment
- e) Dismissed
- f) Full Payment
- g) Other Action(s)

5) Payment Processing/Online Cashiering

The Contractor within one business day shall perform data entry of all payments received by mail.

- a) The Contractor shall install on-line cashiering systems for locations to be determined by the County (currently Silver Spring and Bethesda Sales Stores), for accepting over-the-counter payments, providing receipts, updating the citation status, selling permits and other parking products.
- b) The Contractor must clearly identify the hardware and software that will be used in the workstations installed in Sales Stores/customer service centers. The proposed equipment for processing and recording citation payment information, including cash, check, money order, credit card payments must operate in an on-line real time mode, and the Contractor must provide the capability to continue accepting citation payments during times when data communication lines are temporarily inoperative. The Contract will require that such transactions be transferred to the processing database once communications are restored, within the time limits set forth in the performance standards.

- c) The Contractor's proposed system must be web-enabled and accessible without any special desktop configuration. The system must print a payment receipt, in a form acceptable to the County, which will provide the payer with an easily recognizable record (transaction number) to be used as proof of payment in disputes. The receipt must display all citations paid, the total amount paid, the amount tendered and any change given, the license plate, the name or ID of the staff processing the payment, and the time and date payment was made. The system must provide a clear auditable record of payments received. The audit trail must include citation number, payment date and time, payment amount, payment method, and the name or ID of the staff member that accepted payment and made the entry. The Contractor must provide a check endorsement printer and journal printer to facilitate daily balancing and audit of all payment transactions received and processed. All transactions are subject to audit by the County (Financial Management Section) at any time without advance notice.
 - d) The Contractor's proposed online cashiering system and support personnel must be able to process payments of citations that have not yet been entered on the database, payments of single citations, multiple citations, and citations on one or more vehicle license plates, in an online, real-time environment. The proposed system must be able to take appropriate action when it is necessary to release MVA holds or change vehicle seizure eligibility based upon citations that have been paid. In addition, the system must be able to process County-imposed fees, including but not limited to, bounced check fee and booting fees, and fully support the County's time payment plan. The proposed system must be capable of accepting and identifying whether payments were made in cash, by check, money order or credit card (sales store, IVR or web) and allow on-line payment adjustments and error corrections with audit trails meeting generally accepted accounting standards (GAAP). The system should also be capable of accepting two distinct payment methods within a single transaction.
 - e) The Contractor's proposed system must be able to process payments made by credit card at PCI compliance Level 1. Certification of PCI Level 1 compliance must be included with RFP application.
 - f) The Contractor's system must incorporate security and financial control measures which must include, at a minimum, the following:
 - i. Password security to gain access to the system;
 - ii. Segregated cash out by operator;
 - iii. Separate totals for cash, check, money order and credit card; and
 - iv. Operator name or ID, date and time as a record for each transaction (payment or adjustment).
 - g) The Contractor's reconciliation process should include:
 - i. Balancing of monies received to a report which is automatically generated listing the totals;
 - ii. Deposit preparation prior to pickup by bonded courier;
 - iii. Adequate security measures once cash deposits are prepared for pickup; and
 - iv. Staff to research and resolve all case overages and shortages within 24 hours of deposit.
 - h) All cashier deposits must be delivered to the County's designated financial institution by bonded carrier, paid for by the Contractor, within one day of receipt by the Sales Stores/customer service centers. All transactions must be updated to the Contractor's system in an on-line, real-time mode.
 - i) The system should have the flexibility for a Supervisor to remotely monitor each cashier's activity and be able to force the cashier drawer closed when there is a need for intervention.
- 6) **Lockbox** – Approximately 100,000 payments are received annually by mail. The Contractor shall use an established post office box located in Montgomery County, Maryland. Procedures must be established to ensure all correspondence received is forwarded within one business day to a secure site for processing which must be located in Montgomery County, Maryland. The Contractor shall deposit all funds to a designated County bank account not later than one day after the receipt of mail at the processing center. Payments shall be posted to individual citations not later than one business day after receipt at the processing center. Procedures shall be established to ensure all receipts are fully auditable.
- 7) **Correspondence and Inquiry** – The Contractor shall utilize the existing County Post Office Box for the handling of correspondence and implement the existing toll free telephone number for inquiries regarding parking citations. The Contractor shall research the inquiry and provide the inquirer with a response within three working days of the inquiry.

8) Department of Motor Vehicles (DMV) Interfaces

The System shall acquire violator names and addresses for Maryland and out-of-state license plates from the applicable state department of motor vehicles and re-submit name and address requests when delinquency and flagging notice mail is returned. The System shall also request information on requests initially returned as “no hits” (name and address not available). The System shall be capable of processing citations issued to leased, rented, and fleet vehicles.

The Contractor shall aggressively request out-of-state registry information to ensure collection activity can be pursued on out-of-state citations.

9) Notices and Collections

The System shall have the ability to prepare multiple notices of delinquency for individual citations, composite notices by license number, and notices of partially paid citations. The System shall maintain a record of all notices mailed and the mail dates. The System shall enable the user to access on-line all notices by citation number, license number, date mailed, and the status of violations as they proceed through the noticing and collection cycles.

Listings shall accompany the production of notices for quality assurance purposes. Notices shall be produced and sequenced for lowest mailing costs.

The Contractor shall research the mail addresses on all returned mail, and re-mail a notice to the correct address within five business days of receiving the returned mail.

10) Automated Correspondence

The System shall automatically generate form letters, which advise the violator:

- a) Of hearing results or administrative actions posted to the database.
- b) That a partial payment was received and any balance due.
- c) That their complaint was received and is under investigation. The System shall have the capability to temporarily suspend citation processing activity upon receipt of any violator complaint.
- d) That a “bad” check was received for payment of a citation and payment by money order or cashiers check must be received no later than 10 calendar days. Credit card payments can be made online or at a sales store.
- e) Categorize correspondence according to “sent” and “received” status.

11) Accounting

The System shall be capable of accepting input online of all non-sufficient funds checks and automatically update the status of the citation. Continued processing of the citation to “Hold” status will occur if the bad check is not redeemed within ten calendar days

The System shall be capable of adjusting on-line citation dollar amounts due to fine refunds, lowering of the fine amount, or when duplicate payments or over-payments are made for a citation.

The System shall be able to create and refund any overpayments or judicial adjudication’s.

12) Collection Responsibility

- a) Primary Collections. Contractor will provide primary collection services required under this contract.
- b) Accounts Outstanding at Time of Contract Execution. The County is seeking a proposal for the collection of all outstanding parking citations delinquent at the time of contract execution.
- c) The Contractor will be required to provide monthly reports detailing both the number and dollar amount of past-due citations collected. The Offeror should also demonstrate the ability to provide summary reports of past-due collection data, including age of citations cleared and number of citations per vehicle.
- d) Additional collection efforts will be at the discretion of the County.

N. On-Line Requirements**1) System Operational Use Time**

The System shall be operational 24 hours, Monday through Sunday. The most critical hours of operation are from 7:00 a.m. to 7:00 p.m. Maintenance to the on-line environment shall not be performed by the Contractor between 6:00 a.m. through 11:00 p.m., Monday through Sunday without the express permission of the County. When such authorization is granted, the Contractor shall be responsible for

notifying all user sites of the impending downtime. Any system outage must be reported immediately to the Contract Administrator or designee(s) via email.

2) Back-up and Reconstruction

- a) The System shall be completely redundant and shall possess a recovery capability to restore all files to their original state. Back-up and reconstruction procedures shall ensure the System is not down for more than one hour at any given time.
- b) The System shall maintain an availability level of 99 percent between 7:00 a.m. to 11:00 p.m., Monday through Sunday.

3) Response Time

System response time as seen by the user shall not exceed three seconds for 95 percent of the transactions.

4) Input Error Correction

The System shall enable the users to void on-line transactions that are entered in error. A record of all voided transactions shall be kept by the Contractor and provided to the County within two working days of County request.

5) Parallel System

The operational System shall be supported by a parallel system that shall be used to test modifications and enhancements prior to implementation in the operational System. The test system shall be available 24 hours, Monday through Sunday to allow County verification of system modifications. The test system shall be independent of the operational System and shall not interfere with the day-to-day operation of the System.

O. Software and Hardware

1) Software

- (a) The software shall be compatible with the County's Oracle-based, ERP Platform network infrastructure and shall enable System access via remote sites through the County network.
- (b) The County's enforcement program uses real-time citation application in which hand-held units communicate wirelessly with a back-end database.
The Contractor will provide the environment for this application by hosting this database, ensuring communication with the hand-held units, and ensuring the availability and processing of the collected data.

2) Hardware

The County shall provide 24 electronic handheld ticket writers for use by enforcement officers. The electronic handheld ticket writers must upload in real time to the database. The handheld units must also be capable of accessing a booting/towing hot list.

P. Volumes, Peak Capacity and Expandability

The System shall be capable of storing information up to the anticipated increased volumes listed below. Citations – current annual volume approximately 185,000. Towing/Booting – estimated 20 vehicles per day. Scofflaw Population – estimated 5000 vehicles. Permits – estimated at 5000 per month.

Q. Security

The System shall possess security features that limit System access to authorized personnel. The System and its procedures shall contain audit trails and controls to account for all dispositions, notices, transactions and payments, from citation issuance through final resolution and archiving. Additionally, the Contractor shall establish and maintain procedures in all data control areas that will reduce the opportunity for an employee to damage, alter, or compromise data. The Contractor must be PCI compliant Level 1 certified for the processing of all credit card payments under this contract.

R. Document Image Processing

The County requires a document image processing and workflow system for document storage, retrieval and workflow management (with emphasis on workflow management). This document image processing and workflow system shall be fully integrated with all systems and subsystems of the various individual workstations.

- 1) All lockbox and Internet received parking ticket related correspondence and payments will be imaged by the Contractor. The Contractor's scanning device(s) must accommodate at a minimum, correspondence

items which will likely contain two or more pages containing typed, machine printed or handwritten text (frequently two-sided), of various sizes, weights, colors, etc., as well as photographs or drawings which will require imaging. All images must be uploaded to the corresponding citation.

- 2) Correspondence received at the lockbox will be scanned, by 8:00 a.m. on the following workday.
- 3) The Contractor will provide the capability to capture the System and subsystems screen data to a file and retain this data as an 'imaged' document.
- 4) All check payments must be imaged and deposited electronically each business day to the County's designated bank.

S. Error Corrections

The Contractor shall correct, at no cost to the County, all System malfunctions and other Contractor errors. For those errors impacting the collection of revenue, the Contractor shall effect a cure within 24 hours of notice from the County. If the Contractor cannot effect a cure within this period, the Contractor may be held liable for any loss of revenue caused by the default.

T. Test and Acceptance

The Contractor shall make all adjustments and modifications to the System at its own cost and expense so that the System will successfully perform in accordance with the System Reliability Test.

The test schedules shall be conducted at mutually agreed dates and times between the County and the Contractor.

1) System Reliability Test

The System Reliability Test period shall begin no later than two working days after the System is ready for County use and all required data is on the System.

The System Reliability Test shall be considered successful when the System is operating for a period of 14 calendar days, during which no less than 99 percent of System is functioning at an acceptable level of performance.

2) Adjudication Services

- a) The Contractor shall administer the court hearing date process, including, but not limited to:
 - i) Providing an efficient method for violators to request a hearing.
 - ii) Scheduling of hearings.
 - iii) Reflect court-related adjustments to the citation in the System.
 - iv) The Contractor will schedule hearings in a manner to minimize cost to the County and the District Court.
- b) When the citation recipient's defense is that a parking meter was broken, the Contractor shall:
 - i) Prepare and route requests to check meters to the County's Parking Operations Section.
 - ii) Mail the citation recipient the results provided by the Parking Operations meter check no later than two working days after the Contractor receives the results.
 - iii) Adjust citations according to the results of the findings no later than two working days after the Contractor receives the results.

4. Reports

The Contractor shall provide dashboard access to daily reports no later than 8:00 a.m. on the morning following completion of the file update. The Contractor shall provide monthly reports no later than five working days after the end of the month for which the data is being reported. Ad hoc reports are to be produced by the Contractor upon request of the user.

A. Citation Issuance Control

- 1) Parking Citation Distribution Control Report: Issued **monthly**. Identifies citation book, citation numbers contained therein, and the officer to whom the book was issued.
- 2) Missing Citation Analysis Report: Issued **monthly**. Identifies missing citations within active citation books by the name of the officer to whom the book was issued.
- 3) Citation Issuance by Officer: Issued **monthly**. Displays the number of citations issued by each officer by type of violation. Type of violation is identified by the violation code.
- 4) Citation Disposition by Officer: Issued **monthly**. Displays by issuing officer the citations issued, paid, dismissed, unmatched at DMV, and voided.

- 5) Issuance Performance by Officer: Issued **monthly**. Provides a summary of citation writing errors by officer.
- 6) Violation Analysis by Issuing Agency: Issued **monthly**. Displays the citations issued by each issuing agency by the number and percentage of total citations issued for each violation.
- 7) Citation Issuance by Location: Issued **monthly**. Displays the number of citations issued for each municipality.
- 8) Listing of all voided transactions – issued **monthly**.

B. Processing and Collections

Reports consist of:

- 1) Out-of-State Citation Analysis – **monthly**.
- 2) Habitual Parking Violator List. (Tow list) – **weekly**.
- 3) Habitual Parking Violation Analysis – **monthly**.
- 4) Analysis of Open Violations – **monthly**.
- 5) Analysis of Closed Violations – **monthly**.
- 6) Listing of Notices Sent – **daily**.
- 7) Notices Mailed – **monthly**.
- 8) Aged Payment Analysis – **monthly**.
- 9) **Daily** accounting reports reflecting payments and totals by revenue distribution code, totals paid in cash, check, credit and money orders, etc.
- 10) **Daily** report of all overpayment balances, with corresponding name, address, citation number, etc., for issuance of refunds.
- 11) **Daily** revenue and Distribution reports.
- 12) **Daily** revenue reports by issuing agency
- 13) **Daily** credit card revenue activity report by card type, location, sale product description, and Oracle distribution code
- 14) Daily credit card refund and dispute resolution report by card type, location, sale product description, and Oracle distribution code
- 15) **Daily** report of all bad checks (NSF, etc.) with corresponding name, address, and citation number.
- 16) Summary Financial Analysis.
- 17) Court Activity – **weekly**.
- 18) Correspondence and Telephone Activity.
- 19) Production Database Update. – **as requested**
- 20) Unapplied Transaction Analysis skeletal tickets – **daily**
- 21) Disposition and Refund Analysis – **monthly**
- 22) System Operating, Performance Analysis - **monthly**
- 23) Variance report of payments received by cashier in an amount less than owed - **weekly**

Production reports shall be delivered by the Contractor to the appropriate County office. Reports will be produced either electronically (through data transmission), e-mail, and/or on paper at the option of the County. The number of report copies may change as requested by the County.

C. Monthly Summary Management Report

Information required on this report includes:

- 1) Monthly and year-to-date fine collections
- 2) Monthly and year-to-date new citation processing
- 3) Monthly and year-to-date dismissals and suspensions
- 4) Number of voids/cancellations
- 5) Number of complaints received

The summary report shall include figures from the same period during the previous year.

D. Year-End Reporting Requirements

Year-end reporting requirements will include, and may change at County's discretion:

- 1) Citation Payment Aging
- 2) Citation Fee Aging

- 3) Aging by Fund/Cost Center
- 4) Archiving Open Citations Older than 730 Days
- 5) Aging by Fund/Cost Center following archiving
- 6) Aging by Fund/Cost Center Detail Report
- 7) Deferred Permit Sales Revenue Report
- 8) Abandoned Property Report/Unclaimed Overpayments
- 9) Aged Account Summary of Citations Paid in Advance

E. Ad Hoc Reporting Requirements

The Contractor will work with the County to create/provide ad hoc reports requested. The System shall include a user friendly report writer feature to allow the County to generate ad hoc reports on-line.

SECTION D - PERFORMANCE PERIOD

1. TERM

The effective date of this Contract begins upon signature by the Director, Department of General Services. The period in which Contractor must perform all work under the Contract begins upon the County's issuance of a Notice to Proceed and ends after a three (3) year period. The Contractor must also perform all work in accordance with time periods stated in the Scope of Services. Before this term for performance ends, the Director at his/her sole option may (but is not required to) renew the term. The Contractor's satisfactory performance does not guarantee a renewal of the term. The Director may exercise this option to renew this term two (2) times for one (1) year each.

2. PRICE ADJUSTMENTS

Prices quoted are firm for a period of two years after execution of the contract. Any request for a price adjustment, after this two-year period is subject to the following:

- Approval or rejection by the Director, Department of General Services or designee
- **Submitted in writing to the Director, Department of General Services and accompanied by supporting documentation justifying the Contractor's request.** A request for any price adjustment may not be approved unless the Contractor submits to the county sufficient justification to support that the Contractor's request is based on its net increase in costs in delivering the goods/services under the contract.
- Submitted sixty (60) days prior to contract expiration date, if the contract is being amended.
- May not be approved which exceeds the amount of the annual percentage change of the Consumer Price Index (CPI) for the twelve-month period immediately prior to the date of the request. The request shall be based upon the CPI for all urban consumers issued for the Washington-Baltimore, DC-MD-VA-WV Metropolitan area by the United States Department of Labor, Bureau of Labor Statistics for ALL ITEMS.
- The County will approve only one price adjustment for each contract term, if a price adjustment is approved.
- Should be effective sixty (60) days from the date of receipt of the Contractor's request.
- Executed by written contract amendment.

SECTION E - METHOD OF AWARD/EVALUATION CRITERIA**1. PROCEDURES**

- a. Upon receipt of proposals, the Qualification and Selection Committee (QSC) will review and evaluate all proposals in accordance with the evaluation criteria listed below under Section E.2.a.
- b. Vendor interviews may be conducted with the two highest scoring Offerors based on the QSC's score for each written proposal. The interview criteria that will then be utilized are listed below under Section E.2.b. The interview will be used by the QSC to better understand fully the capabilities of the proposed systems and the Offeror's organization. The QSC will also review an Offeror for responsibility.
- c. The QSC will make its award recommendation of the highest ranked offeror based on the QSC's combined written and interview scores, and its responsibility determination;
- d. The Using Department Head will review and forward the QSC recommendation with concurrence, objection, or amendment to the Director, Department of General Services.
- e. The Director, Department of General Services, may approve, approve with conditions, or reject the Using Department Head's recommendation.
- f. Upon approval of a recommended award to a proposed awardee, by the Director, Department of General Services, the County will enter into negotiations with the proposed awardee if a contract cannot be successfully negotiated with the proposed awardee, the Using Department will proceed to negotiations with the next highest ranked offeror after obtaining approval from the Director. If the Director approves, negotiations may be held simultaneously or successively with one or more offerors prior to making an award.
- g. After the successful conclusion of negotiations, the Director will publicly post the name of the proposed awardee.
- h. The County reserves the right to cancel the solicitation. The solicitation cancellation will be publicly posted.

2. EVALUATION CRITERIA**a. Written Proposal Evaluation Criteria**

The QSC will evaluate the written proposals based on the following criteria:

Points**1. System Components and Features and it will encompass the following:****20**

- a) Understanding of the project's objectives
- b) Discussion of the provision of system components and features
- c) Discussion of compliance with the system and service requirements, level of service, measure(s) of citation collection efforts, and the provision of on-going services
- d) Examples of how public inquires are handled
- e) Descriptions and specifications of system components to meet user requirements and examples of how public inquires are handled.
- f) Detailed discussion of proposed collection methodologies

2. Technical Capability and Expandability and it will encompass the following:**20**

- a) Hardware capability and expandability - including the capability to incorporate the electronic hand-held units currently owned by the county.
- b) Software capability and expandability
- c) Application support
- d) Maintenance capability
- e) Appropriateness and adequacy of resources
- f) Conversion plans and capability
- g) Relevant experience and technical skills of proposed staff
- h) Training
- i) Ability to meet time frame requirements

3. Experience with Systems of Comparable Size and it will encompass the following:**25**

- a) Prior and current experience with systems of comparable or larger size and capacity to Montgomery County, with detailed descriptive and explanatory information and examples
- b) Relevancy of experience to the specifications contained herein
- c) Appropriateness of resources being committed to this element of the system
- d) Prior and current experience relative to assisting similar system clients in resolving problems and developing new components

- e) Relevant experience and technical skills of proposed staff
- f) Financial stability as verified by audited financial statements and annual reports

4. Ability to Interface with Motor Vehicle Agencies and it will encompass the following: **5**

- a) Prior and current experience with motor vehicle agencies in all states
- b) Use of motor vehicle agency interfaces in systems of comparable or larger size and capacity to Montgomery County, with detailed descriptive and explanatory information and examples
- c) Relevance of experience to the specifications contained herein.

5. System Security and Controls and it will encompass the following: **5**

- a) Understanding of security and control objectives
- b) Discussion of proposed cash handling control procedures
- c) Discussion of the input, processing and output controls in the proposed automated citation processing/cash management/information system
- d) Evidence of independent certified audits performed on Offeror's cash handling system.
- e) The successful proposer must be fully compliant with the current Credit Card Industry (PCI) Data Security Card Standard for the processing of all credit card payments under this contract, and must be certified PCI Level 1.

6. Aggregate Cost and it will encompass the following: **25**

Lowest aggregate proposal will be calculated based on

- a) The quoted cost to provide the described citation database management and collections processes for computerized citations multiplied by 165,000 citation (current annual number of citations to be processed)
- b) The quoted cost for services for handwritten citations multiplied by 19,000 citations (current annual number of citations to be processed)
- c) The management and staffing of two Sales Store locations as described

Highest possible QSC score for written proposal evaluation: **100**

b. Interview Evaluation Criteria

The QSC will evaluate the interviews based on the following criteria:

1. System Components and Features and it will encompass the following: **20**

- a) Understanding of the project's objectives
- b) Discussion of the provision of system components and features
- c) Discussion of compliance with the system and service requirements, level of service, measure(s) of citation collection efforts, and the provision of on-going services
- d) Examples of how public inquires are handled
- e) Descriptions and specifications of system components to meet user requirements and examples of how public inquires are handled.
- f) Detailed discussion of proposed collection methodologies

2. Technical Capability and Expandability and it will encompass the following: **20**

- a) Hardware capability and expandability - including the capability to incorporate the 24 AutoCite units currently owned by the county.
- b) Software capability and expandability
- c) Application support
- d) Maintenance capability
- e) Appropriateness and adequacy of resources
- f) Conversion plans and capability
- g) Relevant experience and technical skills of proposed staff
- h) Training
- i) Ability to meet time frame requirements

3. Experience with Systems of Comparable Size and it will encompass the following: **25**

- a) Prior and current experience with systems of comparable or larger size and capacity to Montgomery County, with detailed descriptive and explanatory information and examples
- b) Relevancy of experience to the specifications contained herein

- c) Appropriateness of resources being committed to this element of the system
- d) Prior and current experience relative to assisting similar system clients in resolving problems and developing new components
- e) Relevant experience and technical skills of proposed staff
- f) Financial stability as verified by audited financial statements and annual reports

4. Ability to Interface with Motor Vehicle Agencies and it will encompass the following: 5

- a) Prior and current experience with motor vehicle agencies in all states
- b) Use of motor vehicle agency interfaces in systems of comparable or larger size and capacity to Montgomery County, with detailed descriptive and explanatory information and examples
- c) Relevance of experience to the specifications contained herein.

6. System Security and Controls and it will encompass the following: 5

- a) Understanding of security and control objectives
- b) Discussion of proposed cash handling control procedures
- c) Discussion of the input, processing and output controls in the proposed automated citation processing/cash management/information system
- d) Evidence of independent certified audits performed on Offeror's cash handling system.
- e) The successful proposer must be fully compliant with the current Credit Card Industry (PCI) Data Security Card Standard for the processing of all credit card payments under this contract and must be certified PCI Level 1.

7. Aggregate Cost and it will encompass the following: 25

Lowest aggregate proposal will be calculated based on

- a) The quoted cost to provide the described citation database management and collections processes for computerized citations multiplied by 165,000 citation (current annual number of citations to be processed)
- b) The quoted cost for services for handwritten citations multiplied by 19,000 citations (current annual number of citations to be processed)
- c) The management and staffing of two Sales Store locations as described

Highest possible QSC score for interviews evaluation: 100

SECTION F - SUBMISSIONS

1. PROPOSAL SUBMISSIONS

FAILURE OF AN OFFEROR TO SUBMIT ALL REQUIRED PROPOSAL SUBMISSIONS MAY RENDER YOUR PROPOSAL UNACCEPTABLE AS DETERMINED BY THE DIRECTOR, DEPARTMENT OF GENERAL SERVICES.

Offerors must submit one original and three (3) copies of their proposal in the format below. Written proposals will be evaluated on only what is submitted. The offeror must submit sufficient information to enable the QSC to evaluate the offeror's capabilities and experience. Proposals must include the following information

- a. A cover letter with a brief description of the firm, including the offeror's name, address, telephone number, fax number, and email address.
- b. The Acknowledgment (page 4) of this solicitation must be submitted and signed by a person authorized to bind the Offeror to the proposal.
- c. A description of the firm's experience in providing processing and collecting of parking citations services for parking facilities including experience in providing this service to government agencies.
- d. Description of the system components and features including technical capability and expandability.
- e. A description of your firm's experience with systems of comparable size.
- f. Description of your firm's ability to interface with motor vehicle agencies

- g. Description of your firm's method in system security and controls.
- h. At least three references that may be contacted to attest to the quality and timeliness of the offeror's work of similar nature and scope to the scope required by the County. (see Attachment A)
- i. If this solicitation is subject to the Wage Requirements Law (see page 1), then the offeror must submit the appropriate Wage Requirements forms in Attachment G. Failure to submit and complete the required material information on the form(s) will make your proposal unacceptable under County law and will be rejected.
- e. Metropolitan Washington Council of Governments Rider Clause - Attachment B
- f. Minority Business Program and Offeror's Representation - Attachment C
- g. Minority, Female, Disabled Persons SubContractor Performance Plan (Attachment D). **To ensure a contract can move forward as a result of this solicitation, this plan needs to be submitted with your proposal.**

2. AWARD SUBMISSIONS

Prior to the execution of the contract, the following items must be submitted:

- a. Minority, Female, Disabled Person SubContractor Performance Plan (contract value greater than \$50,000) – Attachment D
- b. Offeror's Certification of Cost and Price (contract value greater than \$100,000) – Attachment E
- c. Certificate of Insurance (see Mandatory Insurance Requirements) - Attachment F
Awardee must provide the applicable insurance coverage and all costs for this coverage must be calculated into your proposal price. These insurance requirements supersede those found in the Provision #21 of the General Conditions between County and Contractor and are applicable to any contract executed as a result of this solicitation.
- d. If this solicitation is subject to the Wage Requirements Law (see page 1), then the offeror must submit a Certification of posting a Wage Requirements notice.

SECTION G - COMPENSATION

The Contractor will be paid on a monthly basis within 30 days of submission of an acceptable and proper invoice, approved by the County.

SECTION H - CONTRACT ADMINISTRATOR

1. AUTHORITY

The Director, Department of General Services, is the delegated contracting officer. Therefore, the Director, Department of General Services, must approve amendments, modifications, or changes to the terms, conditions, or minority, female, and disabled subcontractor plans in writing.

2. USING DEPARTMENT

The Contract Administrator for any contract resulting from this solicitation will be Gene Dombrowski, Program Manager, Division of Parking Management, Department of Transportation.

Along with the duties and responsibilities outlined in Provision #6 – Contract Administration, of the General Conditions of Contract between County & Contractor, the Contract Administrator's duties include, but are not limited to the following:

- 1. Serve as liaison between the County and Contractor;
- 2. Give direction to the Contractor to ensure satisfactory and complete performance;
- 3. Monitor and inspect the Contractor's performance to ensure acceptable timeliness and quality;
- 4. Serve as Records Custodian for this contract, including Wage Requirements;

5. Accept or reject the Contractor's performance;
6. Furnish timely written notice of the Contractor's performance failures to the Director, Department of General Services and to the County Attorney, as appropriate;
7. Prepare required reports;
8. Approve or reject invoices for payment;
9. Recommend contract modifications or terminations to the Director, Department of General Services;
10. Issue notices to proceed; and
11. Monitor and verify compliance with any MFD Performance Plan.

SECTION I - ETHICS

As a result of being awarded this contract the Contractor may be ineligible for the award of related contracts. Montgomery County Code Sections 11B-52(b) and (c) state:

A Contractor providing an analysis or recommendation to the County concerning a particular matter must not, without first obtaining the written consent of the Chief Administrative Officer:

- (1) Assist
 - (a) another party in the matter; or
 - (b) another person if the person has a direct and substantial interest in the matter; or
- (2) Seek or obtain an economic benefit from the matter in addition to payment to the Contractor by the County.

ATTACHMENT A**REFERENCES**

(must submit at least three)

You are requested to provide references to the County with your proposal. The three (3) references must be from individuals or firms currently being serviced or supplied under similar contracts, or for whom work of a similar scope has been performed within the last year. Names for references shall be of individuals who directly supervised or had direct knowledge of the services or goods provided. Failure of an offeror to provide the County with references within the time frame as stated herein may result in the offeror being considered non-responsible.

NAME OF
FIRM:

ADDRESS:

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ PHONE: _____

NAME OF
FIRM:

ADDRESS:

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ PHONE: _____

NAME OF
FIRM:

ADDRESS:

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ PHONE: _____

ATTACHMENT B**METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS RIDER CLAUSE****USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.**

- A. If authorized by the offeror(s), resultant contract(s) will be extended to any or all of the listed members as designated by the offeror to purchase at contract prices in accordance with contract terms.
- B. Any member utilizing such contract(s) will place its own order(s) directly with the successful Contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- C. A negative reply will not adversely affect consideration of your proposal.
- D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contract(s).
- E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

In pricing section of contract:OFFEROR'S AUTHORIZATION TO EXTEND CONTRACT:

<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>	<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>
		Alexandria, Virginia			Manassas Park, Virginia
		Alexandria Public Schools			Maryland-National Capital Park & Planning
		Alexandria Sanitation Authority			Commission
		Arlington County, Virginia			Metropolitan Washington Airports Authority
		Arlington County Public Schools			Metropolitan Washington Council of
		Bladensburg, Maryland			Governments
		Bowie, Maryland			Montgomery College
		Charles County Public Schools			Montgomery County, Maryland
		College Park, Maryland			Montgomery County Public Schools
		Culpeper County, Virginia			Northern Virginia Community College
		District of Columbia			OmniRide
		District of Columbia Courts			Potomac & Rappahannock Transportation
		District of Columbia Public Schools			Commission
		District of Columbia Water & Sewer			Prince George's County, Maryland
		Authority			Prince George's County Public Schools
		Fairfax, Virginia			Prince William County, Virginia
		Fairfax County, Virginia			Prince William County Public Schools
		Fairfax County Water Authority			Prince William County Service
		Falls Church, Virginia			Authority
		Fauquier County Schools & Government,			Rockville, Maryland
		Virginia			Spotsylvania County Schools
		Frederick, Maryland			Stafford County, Virginia
		Frederick County, Maryland			Takoma Park, Maryland
		Gaithersburg, Maryland			Upper Occoquan Sewage Authority
		Greenbelt, Maryland			Vienna, Virginia
		Herndon, Virginia			Virginia Railway Express
		Leesburg, Virginia			Washington Metropolitan Area Transit
		Loudoun County, Virginia			Authority
		Loudoun County Public Schools			Washington Suburban Sanitary Commission
		Loudoun County Sanitation Authority			Winchester, Virginia
		Manassas, Virginia			Winchester Public Schools
		City of Manassas Public Schools			

Vendor's Name

RFP #1027873
ATTACHMENT C

Minority Business Program & Offeror's Representation

It is the policy of the County to recruit actively, minority-owned businesses to provide goods and services to perform governmental functions pursuant to Section 11B-57 of the County Code. Minority-owned businesses are described in County law as Minority/Female/Disabled Person-owned businesses (MFD). MFD businesses include certain non-profit entities organized to promote the interests of persons with a disability demonstrating (on a contract by contract basis) that at least 51% of the persons used by the non-profit entity to perform the services or manufacture the goods contracted for by the County, are persons with a disability. MFD firms also include those firms that are 51% owned, controlled and managed by one or more members of a socially or economically disadvantaged minority group, which include African Americans who are not of Hispanic origin, Hispanic Americans, Native Americans, Asian Americans, Women and Mentally or Physically Disabled Persons.

Section 7 – “Minority Contracting” Montgomery County Procurement Regulations specifies the procedure to be followed and will govern the evaluation of offers received pursuant to this solicitation. A copy of Section 7 of the Procurement Regulations is available upon request.

Prior to awarding contracts with a value of \$50,000 or more, a prospective Contractor (who is not a certified MFD firm) must demonstrate that a minimum percentage of the overall contract value as set by the County, will be subcontracted to certified MFD businesses. A decision as to whether the prospective Contractor has demonstrated a good faith effort to meet this subcontracting requirement will be made by the Director, Department of General Services or his/her designee, who may waive this requirement.

A sample of the MFD Report of Payment Received is attached. This form is mailed to the MFD SubContractor to complete for documentation of payment by the Prime Contractor. It is not to be completed by the Prime Contractor nor submitted with the MFD SubContractor Performance Plan.

The Director, Department of General Services or his /her designee determines whether a waiver of MFD subcontracting would be appropriate, under Section 7.3.3.5 of the Procurement Regulations.

For further information regarding the MFD Business Program, please contact the MFD Program, Office of Business Relations and Compliance at (240) 777-9912.

Offerors are encouraged (but not required) to complete the following:

I hereby represent that this is a Minority Business firm as indicated below (CIRCLE ONE):

AFRICAN AMERICAN	ASIAN AMERICAN	DISABLED PERSON
FEMALE	HISPANIC AMERICAN	NATIVE AMERICAN

Attach one of the following certification documents from: Maryland Department of Transportation (MDOT); Virginia Small, Women & Minority-Owned Business; Federal SBA 8(a); MD/DC Minority Supplier Development Council, Women's Business Enterprise National Council; or City of Baltimore.



**Montgomery County MFD Report of Payments Received For Office Use
Office of Business Relations and Compliance**

SAMPLE ONLY! NOT TO BE USED BY PRIME

MFD SubContractor Company Name: _____

Prime Contractor Company Name: _____

Contract Number/Title: _____

Project Location: _____

MFD Subcontract Amount: \$ _____

PLEASE READ CAREFULLY BEFORE SIGNING

This certifies that for the month of _____, my company received \$ _____ for work performed, services rendered and/or materials supplied on the above contract.

TOTAL AMOUNT OF SUBMITTED INVOICES TO

DATE: \$ _____

TOTAL PAYMENTS RECEIVED TO DATE: \$ _____

Are you experiencing any contract problems with the prime Contractor and/or the project? YES ☐ NO ☐

Comments: _____

I certify that the above information is true and accurate to the best of my record documentation and knowledge.

(TYPED/PRINTED COMPANY NAME)

(TYPED/PRINTED NAME OF COMPANY OFFICIAL)

(TITLE)

(SIGNATURE OF COMPANY OFFICIAL)

(DATE)

() - ()
TELEPHONE FAX E-MAIL

Mail to: Alvin Boss, Program
Specialist II
255 Rockville Pike, Ste. 180
Rockville, MD 20850

ATTACHMENT D

Minority-Owned Business Addendum to the General Conditions of Contract Between County and Contractor, and its companion document “Minority, Female, Disabled Person SubContractor Performance Plan”.

- A. This contract is subject to the Montgomery County Code and the Montgomery County Procurement Regulations regarding participation in the Minority-Female-Disabled Person (MFD) procurement program.
- B. Contractor must subcontract a percentage of the total dollar value of the contract, including all modifications and renewals, to certified minority owned businesses. The MFD subcontracting goal may be waived under appropriate circumstances by submission of a letter to the Office of Business Relations and Compliance. The letter must explain why a waiver is appropriate. The Director, Department of General Services or designee may waive, in whole or in part, the MFD subcontracting goal if the Director determines that a waiver is appropriate under Section 7.3.3.5 of the Montgomery County Procurement Regulations. In determining if a waiver should be granted, the Director may require the Contractor to submit additional information; the Director may require the Contractor to submit some or all of this information on forms approved by the Director.
- C. The attached MFD SubContractor Performance Plan, which must be approved by the Director, is an integral part of the contract between County and Contractor. In a multi-term contract, Contractor must submit a MFD Subcontract Performance Plan to be in effect for the life of the contract, including any renewal or modification.
- D. Contractor must include in each subcontract with a minority owned business a provision that requires the use of binding arbitration with a neutral arbitrator to resolve disputes between the Contractor and the minority owned business subContractor. This arbitration provision must describe how the cost of dispute resolution will be apportioned; the apportionment must not, in the judgment of the Director, attempt to penalize a minority owned business subContractor for filing an arbitration claim.
- E. County approval of the MFD SubContractor Performance Plan does not create a contractual relationship between the County and the minority owned business subContractor.
- F. Contractor must notify and obtain prior written approval from the Director regarding any change in the MFD SubContractor Performance Plan.
- G. Before receiving final payment under this contract, Contractor must submit documentation showing compliance with the MFD Subcontracting Performance Plan. Documentation may include, at the direction of the Director, invoices, copies of subcontracts with minority owned businesses, cancelled checks, affidavits executed by minority owned business subContractors, waivers, and arbitration decisions. The Director may require Contractor to submit periodic reports on a form approved by the Director. The Director may conduct an on-site inspection for the purpose of determining compliance with the MFD SubContractor Performance Plan. If this is a multi-term contract, final payment means the final payment due for performance rendered for each term of the contract.
- H. If the Contractor fails to submit documentation demonstrating compliance with the MFD SubContractor Performance Plan, to the satisfaction of the Director, after considering relevant waivers and arbitration decisions, the Contractor is in breach of this contract. In the event of a breach of contract under this addendum, the Contractor must pay to the County liquidated damages equal to the difference between all amounts the Contractor has agreed under its Plan to pay minority owned business subContractors and all amounts actually paid minority owned business subContractors with appropriate credit given for any relevant waiver or arbitration decision. Contractor and County acknowledge that damages which would result to the County as a result of a breach under this addendum are difficult to ascertain, and that the liquidated damages provided for in this addendum are fair and reasonable in estimating the damage to the County of a breach of this addendum by Contractor. In addition, the County may terminate the contract. As the result of a breach under this addendum, the Director, Department of General Services, must find the Contractor non-responsible for purposes of future procurement with the County for the ensuing three years.

**MINORITY, FEMALE, DISABLED PERSON SUBCONTRACTOR
PERFORMANCE PLAN**

Contractor's

Name: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone Number: _____

Fax Number: _____

Email: _____

CONTRACT NUMBER/PROJECT DESCRIPTION: _____

- A. Individual designated assigned by Contractor to monitor ensure Contractor's compliance with MFD SubContractor Performance Plan:

Name: _____

Title: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone Number: _____

Fax Number: _____

Email: _____

- B. This Plan covers the life of the contract from contract execution through the final contract expiration date.
- C. The percentage of total contract dollars, including modifications and renewals, to be paid to all certified minority owned business subContractors, is _____% of the total dollars awarded to Contractor.
- D. Each of the following certified minority owned businesses will be paid the percentage of total contract dollars indicated below as a subContractor under the contract.

I hereby certify that the business (es) listed below are certified by one of the following: Maryland Department of Transportation (MDOT); Virginia Small, Woman and Minority Owned Business (SWAM); Federal SBA (8A); MD/DC Minority Supplier Development Council (MSDC); Women's Business Enterprise National Council (WBENC); or City of Baltimore. Certification Letter must be attached.

For assistance, call 240-777-9912.

1. Certified by: _____

SubContractor Name: _____

Title: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone Number: _____

Fax Number: _____

Email: _____

CONTACT PERSON: _____

Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subContractor: _____

This subContractor will provide the following goods and/or services:

2. Certified by:

SubContractor Name:

Title:

Address:

City:

State:

Zip:

Phone Number:

Fax Number:

Email:

CONTACT PERSON:

Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subContractor:

This subContractor will provide the following goods and/or services:

3. Certified by:

SubContractor Name:

Title:

Address:

City:

State:

Zip:

Phone Number:

Fax Number:

Email:

CONTACT PERSON:

Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subContractor:

This subContractor will provide the following goods and/or services:

4. Certified By:

SubContractor Name:

Title:

Address:

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____ Email: _____

CONTACT PERSON: _____

Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subContractor: _____

This subContractor will provide the following goods and/or services: _____

E. The following language will be inserted in each subcontract with a certified minority owned business listed in D above, regarding the use of binding arbitration with a neutral arbitrator to resolve disputes with the minority owned business subContractor; the language must describe how the costs of dispute resolution will be apportioned:

F. Provide a statement below, or on a separate sheet that summarizes maximum good faith efforts achieved, and/or the intent to increase minority participation through out the life of the contract or the basis for a full waiver request:

G. A full waiver request must be justified and attached.

Full Waiver Approved:

Partial Waiver Approved:

MFD Program Officer

Date: _____

MFD Program Officer

Date: _____

Full Waiver Approved:

Partial Waiver Approved:

Director

Date: _____

Director

Date: _____

Department of General Services

Department of General Services

The Contractor submits this MFD SubContractor Performance Plan (Plan Modification No. _____) in accordance with the Minority Owned Business Addendum to General Conditions of Contract between County and Contractor.

CONTRACTOR SIGNATURE

USE ONE:

1. TYPE CONTRACTOR'S NAME: _____

Signature

Typed Name

Date

2. TYPE CORPORATE CONTRACTOR'S NAME:

Signature

Typed Name

Date

I hereby affirm that the above named person is a corporate officer or a designee empowered to sign contractual agreements for the corporation.

Signature

Typed Name

Title

Date

APPROVED:

Director, Department of General Services

Date

Section 7.3.3.4(a) of the Procurement Regulations requires:

The Contractor to notify the Director, Department of General Services of any proposed change to the SubContractor Performance Plan.

ATTACHMENT E

OFFEROR'S CERTIFICATION OF COST AND PRICE

The Director, Department of General Services, has the authority to require that contract cost and pricing principles are followed. Cost and Pricing Data must be submitted by offerors or Contractors in the attached format prior to the execution of any contract or contract amendment based on the following:

1. A competitively negotiated contract valued at more than \$100,000.
2. A non-competitive contract valued at more than \$50,000.
3. Any contract modification for which the price adjustment is expected to exceed \$50,000, except contract modifications that are fully in accordance with the terms and conditions of the contract.
4. Any other contracts or contracts modification, as may be required by the CAO or Director.

OFFEROR'S CERTIFICATION

This cost proposal reflects our best estimates and/or actual costs as of this date, and it conforms to the cost exhibits and schedules provided by the County's Office of Procurement. By submitting this proposal, the offeror grants the contracting officer or an authorized representative the right to examine, as the basis for pricing that will permit an adequate evaluation of the proposed price, books, records, documents, and other types of factual information, if specifically referenced or included in the cost proposal.

The offeror also agrees that the price to the County, including profit or fee, may, at the option of the County, be adjusted to reduce the price to the County to the extent that the price was based on inaccurate, incomplete, or non-current data supplied by the offeror.

Name

Title

Name of Firm

Date of Submission

Signature of Authorized Representative

COST AND PRICE REQUIREMENTS

By submitting your proposal, you, if selected for negotiation, grant the Contracting Officer or an authorized representative the right to examine those books, records, documents and any other supporting data that will permit adequate evaluation of the proposed price. This right may be exercised at any time prior to award of a contract. The Montgomery County Government may utilize an independent Contractor for cost and price analysis or to examine your books and records.

The Cost/price for any resultant contract will be negotiated on the basis of the successful offeror's normal estimating and/or accounting system or the system set forth in Cost Accounting Standards Board Disclosure Statement as required by Public Law 100-679.

Prior to contract execution, the intended awardee may be required to provide the following information;

- A. Latest and previous year's financial statement or profit and loss statement.
- B. Burdened rate verification detailing the composition and value of the elements of Fringe Benefits, Overhead, General and Administrative Overhead, Profit or Fee.

ATTACHMENT F

MANDATORY INSURANCE REQUIREMENTS

Prior to the execution of the contract by the County, the proposed awardee must obtain at their own cost and expense the following insurance with an insurance company/companies licensed to do business in the State of Maryland and acceptable to the Division of Risk Management. This insurance must be kept in full force and effect during the term of this contract, including all extensions. The insurance must be evidenced by a certificate of insurance, and if requested by the County, the proposed awardee/Contractor shall provide a copy of the insurance policies. The Contractor's insurance shall be primary.

Commercial General Liability

A minimum limit of liability of **one million dollars (\$1,000,000)**, combined single limit, for bodily injury and property damage coverage per occurrence including the following coverages:

- Contractual Liability
- Premises and Operations
- Independent Contractors
- Personal Injury
- Products and Completed Operations

Professional Liability

Professional liability insurance covering errors and omissions and negligent acts committed during the period of contractual relationship with the County with a limit of liability of at least **one million dollars (\$1,000,000)** per claim and aggregate and a maximum deductible of \$25,000. Contractor/proposer agrees to provide a one-year discovery period under this policy.

Automobile Liability Coverage

A minimum limit of liability of **three hundred thousand dollars (\$300,000)**, combined single limit, for bodily injury and property damage coverage per occurrence including the following:

- owned automobiles
- hired automobiles
- non-owned automobiles

Fidelity Bond

A faithful performance bond or an honesty bond, covering all employees performing within the scope of duties described in the Request for Proposal and Proposal, in the amount of **one hundred thousand dollars (\$100,000)**, per employee. Bond shall cover loss due to dishonest acts of employees and/or failure to faithfully perform duties. Bond must not carry any deductible. Employee theft coverage evidenced under another policy will be accepted in lieu of this bond requirement.

Money & Securities Broad Form Policy

A policy for Money and Securities coverage (Inside and Outside - Broad Form) shall be carried for the benefit of the County and the Contractor in the following amounts: (Contractor will be responsible for the deductibles.)

Inside - \$100,000

Outside - \$100,000

Worker's Compensation/Employer's Liability

Meeting all statutory requirements of the State of Maryland Law and with the following minimum Employers' Liability limits:

Bodily Injury by Accident - \$100,000 each accident

Bodily Injury by Disease - \$500,000 policy limits

Bodily Injury by Disease - \$100,000 each employee

Additional Insured

Montgomery County, Maryland, its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of Contractor's products, goods and services provided under this contract.

Policy Cancellation

Should any of the above policies be cancelled before the expiration date thereof, written notice must be delivered to the County in accordance with the policy provisions.

Certificate Holder

Montgomery County, Maryland
DOT / Traffic Engineering/Operations
Attn. Gene Dombrowski
100 Edison Park Drive, 4th floor
Gaithersburg, Maryland 20878
Contract #1027873

ATTACHMENT G

Wage Requirements for Services Contract Addendum to the General Conditions of Contract Between County and Contractor

- A. This contract is subject to the wage requirements of Section 11B-33A of the Montgomery County Code. A County contract for the procurement of services must require the Contractor and any of its subContractors to comply with the wage requirements of this Section, subject to exceptions from coverage for particular Contractors noted in 11B-33A(b) and for particular employees noted in 11B-33A(f).
- B. Conflicting requirements (11B-33A(g)): If any federal, state, or County law or regulation requires payment of a higher wage, that law or regulation controls. If any applicable collective bargaining agreement requires payment of a higher wage, that agreement controls.
- C. Nonprofit organizations who are exempt from the wage requirements under 11B-33A must specify the wage the organization intends to pay to those employees who will perform direct, measurable work under the contract, and any health insurance the organization intends to provide to those employees.
- D. A Contractor must not split or subdivide a contract, pay an employee through a third party, or treat an employee as a subContractor or independent Contractor, to avoid the imposition of any requirements in 11B-33A.
- E. Each Contractor and subContractor covered under 11B-33A must: certify that it is aware of and will comply with the applicable wage requirements; keep and submit any verifiable records necessary to show compliance; and conspicuously post notices, approved and/or supplied by the County, informing employees of the wage requirements.
- F. An employer must comply with Section 11B-33A during the initial term of the contract and all subsequent renewal periods and must pay an increase adjustment in this wage rate, if any, automatically effective July 1 of each year. The County will adjust the wage rate by the annual average increase in the Consumer Price Index for all urban consumers for the Washington-Baltimore metropolitan area, or successor index, for the previous calendar year and must calculate the adjustment to the nearest multiple of 5 cents.
- G. An employer must not discharge or otherwise retaliate against an employee for asserting any right or filing a complaint of a violation, under the wage requirements.
- H. The sanctions under Section 11B-33(b), that apply to noncompliance with nondiscrimination requirements, apply with equal force and scope to noncompliance with the wage requirements under 11B-33A.
- I. The County may assess liquidated damages for any noncompliance by Contractor with the Section 11B-33A wage requirements at the rate of 1% per day of the total contract amount, or for a requirements contract, the estimated annual contract value, for each day of the violation. This liquidated damages amount includes the amount of any unpaid wages, with interest. In the event of a breach of contract under this paragraph, the Contractor must pay to the County liquidated damages noted above, in addition to any other remedies available to the County. Contractor and County acknowledge that damages that would result to the County as a result of a breach under this paragraph are difficult to ascertain, and that the liquidated damages provided for in this paragraph are fair and reasonable in estimating the damage to the County resulting from a breach of this paragraph by Contractor. In addition, the Contractor is jointly and severally liable for any noncompliance by a subContractor. Furthermore, Contractor agrees that an aggrieved employee, as a third-party beneficiary, may by civil action enforce the payment of wages due under the Section 11B-33A wage requirements and recover from Contractor any unpaid wages with interest, a reasonable attorney's fee, and damages for any retaliation for asserting any right or claim under the 11B-33A wage requirements.
- J. The Director may conduct random audits to assure compliance with Section 11B-33A. The Director may conduct an on-site inspection(s) for the purpose of determining compliance.
- K. If the Contractor fails, upon request by the Director, to submit documentation demonstrating compliance with Section 11B-33A to the satisfaction of the Director, the Contractor is in breach of this contract. In the event of a breach of contract under this paragraph, upon request by the County, the Contractor must pay to the County liquidated damages noted in paragraph I. above, in addition to any other remedies available to the County. Contractor and County acknowledge that damages that would result to the County as a result of a breach under this paragraph are difficult to ascertain, and that the liquidated damages provided for in this paragraph are fair and reasonable in estimating the damage to the County resulting from a breach of this paragraph by Contractor.

Wage Requirements Certification
(Montgomery County Code, Section 11B-33A)

Business Name					
Address					
City		State		Zip Code	
Phone Number		Fax Number			
E-Mail Address					

Please provide in the spaces below the contact name and information of the individual designated by your firm to monitor your compliance with the County's wage requirements, unless exempt under Section 11B-33A(b) (see section B. below):

Contact Name			Title	
Phone Number		Fax Number		
E-mail Address				

YOU MUST MARK ☒ ALL BOXES BELOW that apply in the event that you, as an "Offeror," are awarded the contract and become a "Contractor":

☐ A. Wage Requirements Compliance

This Contractor as a "covered employer" will comply with the requirements under Section 11B-33A, Wage Requirements. Contractor and its subContractors will pay all employees not exempt under the wage requirements, and who perform direct measurable work for the County, the wage requirements effective at the time the work is performed. The proposal price(s) submitted under this solicitation include(s) sufficient funds to meet the wage requirements. A "covered employer" must quarterly (January, April, July and October for the prior quarter) submit certified payroll records for all employees, and any subContractor employees, governed by the Wage Requirements Law, for each payroll period to the Office of Business Relations and Compliance, Attn: Wage Program Manager. These payroll records must include the following: name; address; position/title; daily straight time hours worked; daily overtime hours worked; straight time hourly pay rate; overtime hourly pay rate; any deduction for health insurance; total gross wages paid for each period; and total net wages paid after any additions and deductions for each pay period.

☐ B. Exemption Status (if applicable)

This Contractor is exempt from 11B-33A, "Wage Requirements," because it is:

- ☐ 1. Reserved [Intentionally left blank].
- ☐ 2. a Contractor who, at the time a contract is signed: has received less than \$50,000 from the County in the most recent 12-month period; and will be entitled to receive less than \$50,000 from the County under that contract in the next 12-month period. Section 11B-33A(b) (2).
- ☐ 3. a contract with a public entity. Section 11B-33A(b) (3).

- ☐ 4. a contract with a nonprofit organization that has qualified for an exemption from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. Section 11B-33A(b)(4) (**must complete item C below**).
- ☐ 5. an employer to the extent that the employer is expressly precluded from complying with this Section by the terms of any federal or state law, contract, or grant. Section 11B-33A(b)(8) (**must specify the law, or furnish a copy of the contract or grant**).

☐ C. Nonprofit Wage & Health Information

This Contractor is a Nonprofit organization that is exempt from coverage under Section 11B-33A(b)(4). Accordingly, the Contractor has completed the 501(c)(3) Nonprofit Organization's Employee's Wage and Health Insurance Form which is attached. See Section 11B-33A(c)(2).

☐ D. Nonprofit's Comparison Price(s) (if desired)

This Contractor is a Nonprofit organization that is opting to pay its covered employees the hourly rate specified in the wage requirements. Accordingly, Contractor is duplicating the blank quotation sheet on which it is submitting its price(s) in the IFB, and is submitting on this duplicate form its price(s) to the County had it not opted to pay its employees the hourly rate specified in the wage requirements. For bid evaluation purposes, this price(s) will be compared to price(s) of another Nonprofit organization(s) that is paying its employees an amount consistent with its exemption from paying the hourly rate under the wage requirements. This revised information on the duplicate quotation sheet must be clearly marked as your Nonprofit organization comparison price(s). In order to compare your price(s), the revised information on the duplicate quotation sheet must be submitted with your bid, must show how the difference between your price(s) and your Nonprofit organization comparison price(s) was calculated, and will not be accepted after the bid opening date. See Section 11B-33A(c)(2).

☐ E. Wage Requirements Reduction (if applicable)

This Contractor is a "covered employer", and it desires to reduce its hourly rate paid under the wage requirements by an amount equal to, or less than, the per employee hourly cost of the employer's share of the health insurance premium. Contractor certifies that the per employee hourly cost of the employer's share of the premium for that insurance is: \$ _____. See Section 11B-33A(d).

Contractor Certification

CONTRACTOR SIGNATURE: Contractor submits this certification form in accordance with Section 11B-33A of the Montgomery County Code. Contractor certifies that it, and any and all of its subContractors that perform services under the resultant contract with the County, adheres to Section 11B-33A of the Montgomery County Code.

Authorized Signature		Title of Authorized Person	
Typed or printed name		Date	

**501(c)(3) Nonprofit Organization's Employee's
Wage and Health Insurance Form**

Business Name					
Address					
City		State		Zip Code	
Phone Number		Fax Number			
E-Mail Address					

Please provide below the employee labor category of all employee(s) who will perform direct measurable work under this contract, the hourly wage the organization pays for that employee labor category, and any health insurance the organization intends to provide for that employee labor category:

Employee Labor Category	Wage per Hour	Name of Health Insurance Provider(s) and Plan Name* (e.g. ABC Insurer, Inc. , HMO Medical and Dental)

NOTE: IF NO HEALTH INSURANCE PLAN IS PROVIDED PLEASE STATE "NONE".

ATTACHMENT H

Prevailing Wage Requirements for Construction Contract Addendum to the General Conditions of Contract between County and Contractor

The Contractor and all SubContractors must comply with the Prevailing Wage Law contained in Chapters 11B-33C and 20-75 of the Montgomery County Code. Prevailing wage means the wage rate paid by employers that is determined by a governmental authority, based upon a particular geographic area, for a given class of labor and type of project. The purpose of a prevailing wage is to ensure that construction workers who work on public works contracts are paid the going rate for their services. The prevailing wage rates are established by the State of Maryland and apply to all of the Contractor's employees and any SubContractors. The Contractor and any SubContractors must comply with all of the requirements of the Prevailing Wage Law including, but not limited to, the following:

1. Pay employees the prescribed rate as annually established by the State of Maryland Commissioner of Labor and Industry; the prevailing wage rates in effect on the date a solicitation is issued will apply throughout the term of a contract resulting from that solicitation.
2. Pay employees overtime for work more than 10 hours in any single day, work more than 40 hours in a work week, or work on Sunday or legal holiday;
3. Classify employees in their proper work classification in conformance with the schedule established by the State of Maryland Commissioner of Labor and Industry;
4. Electronically submit payroll records through www.LCPTracker.net, within 14 days after the end of each payroll period, to verify that Prevailing Wage rates have been paid to employees. The payroll records must include the following:
 - A. The name, address and telephone number of the Contractor or SubContractor;
 - B. The name and location of the job;
 - C. Each employee's:
 - a. Name;
 - b. Current address unless previously reported;
 - c. Specific work classification;
 - d. Daily straight time and overtime hours;
 - e. Total straight time and overtime hours for the payroll period;
 - f. Rate of pay;
 - g. Fringe benefits by type and amount;
 - h. Gross wages.
5. If a Contractor or any SubContractors are late in submitting copies of any payroll records required to be submitted under the Prevailing Wage Law, the County may deem Contractor's invoice(s) submitted to the County for payment unacceptable until the Contractor and SubContractors provide the required records; and, the County may postpone processing payments otherwise due under the Contract or under an agreement to finance the Contract;
6. The Contractor and all SubContractors must retain all payroll records for a period not less than five (5) years after the Work is completed;
7. The County may inspect the payroll records at any reasonable time and as often as it deems necessary;
8. The County may perform random or regular audits and investigate any complaint of a violation of the Prevailing Wage Law;
9. In the event the County determines that a provision of the Prevailing Wage Law has been violated, the County may withhold payment to the Contractor in an amount sufficient to pay each employee of the Contractor or any SubContractors the full amount of wages due under the Prevailing Wage Law, and an amount sufficient to satisfy a liability of a Contractor or any subContractors for liquidated damages as provided under the Prevailing Wage Law, pending a final decision on the violation by the County;
10. Contractor may appeal a written decision of the Director, Department of General Services, that the Contractor violated a provision of the Prevailing Wage Law to the Chief Administrative Officer ("CAO"), within ten (10) days after receiving a copy of the decision. The CAO must designate a hearing officer to conduct a hearing upon receipt of a timely appeal. If the Contractor does not

appeal a written decision within ten (10) days after receipt, the decision of the Director, Department of General Services, becomes final and binding;

11. Contractor and all SubContractors must not discharge, or otherwise retaliate against, an employee for asserting any right under the Prevailing Wage Law or for filing a complaint of a violation;

12. An aggrieved employee is a third-party beneficiary of this Contract and the employee may by civil action recover the difference between the prevailing wage for the type of work performed and the amount actually received, with interest and a reasonable attorney's fee; and

13. Each Contract subject to the Prevailing Wage Law may specify the payment of liquidated damages to the County by the Contractor and any SubContractors for any noncompliance with the Prevailing Wage Law. Liquidated damages are: \$10 for each calendar day that the payroll records are late; \$20 per day for each day that an employee is misclassified; and \$50 per violation of the requirement to post the prevailing wage rates at the work site.

14. Where the initial Contract Sum is below the \$500,000.00 threshold, but it is subsequently increased and exceeds the \$500,000.00 threshold due to an approved Contract Modification, the amount of any such Contract Modification that causes the Contract Sum to exceed the \$500,000.00 threshold is subject to the Prevailing Wage Law.

15. The Contractor and all SubContractors must post a clearly legible statement of each prevailing wage rate in a prominent and easily accessible place at the Work Site during the entire time Work is being performed, in English and any other language that is primarily spoken by the employees, at the Work Site.

ATTACHMENT H

COST WORKSHEET

<u>Item</u>	<u>Description</u>	<u>Estimated Annual Quantities</u>	<u>Unit Cost</u>	<u>Extended Cost</u>
1	Cost to provide the described citation database management and collections processes for computerized citations	165,000 citations	x \$_____/per citation	= \$_____
2	Cost of services for the the processing of handwritten citations	19,000 citations	x \$_____/per citation	= \$_____
3	Cost to manage and staff two Sales Store locations (per year)	1 lump sum		\$_____
Estimated Total Annual Cost				\$_____

OPTIONAL PROMPT PAYMENT TERM

The County's Standard Payment Terms are Net 30 Days. An optional prompt payment term is not required, but may be offered.

Optional prompt payment terms: _____% Net _____ Days (please insert, if any).